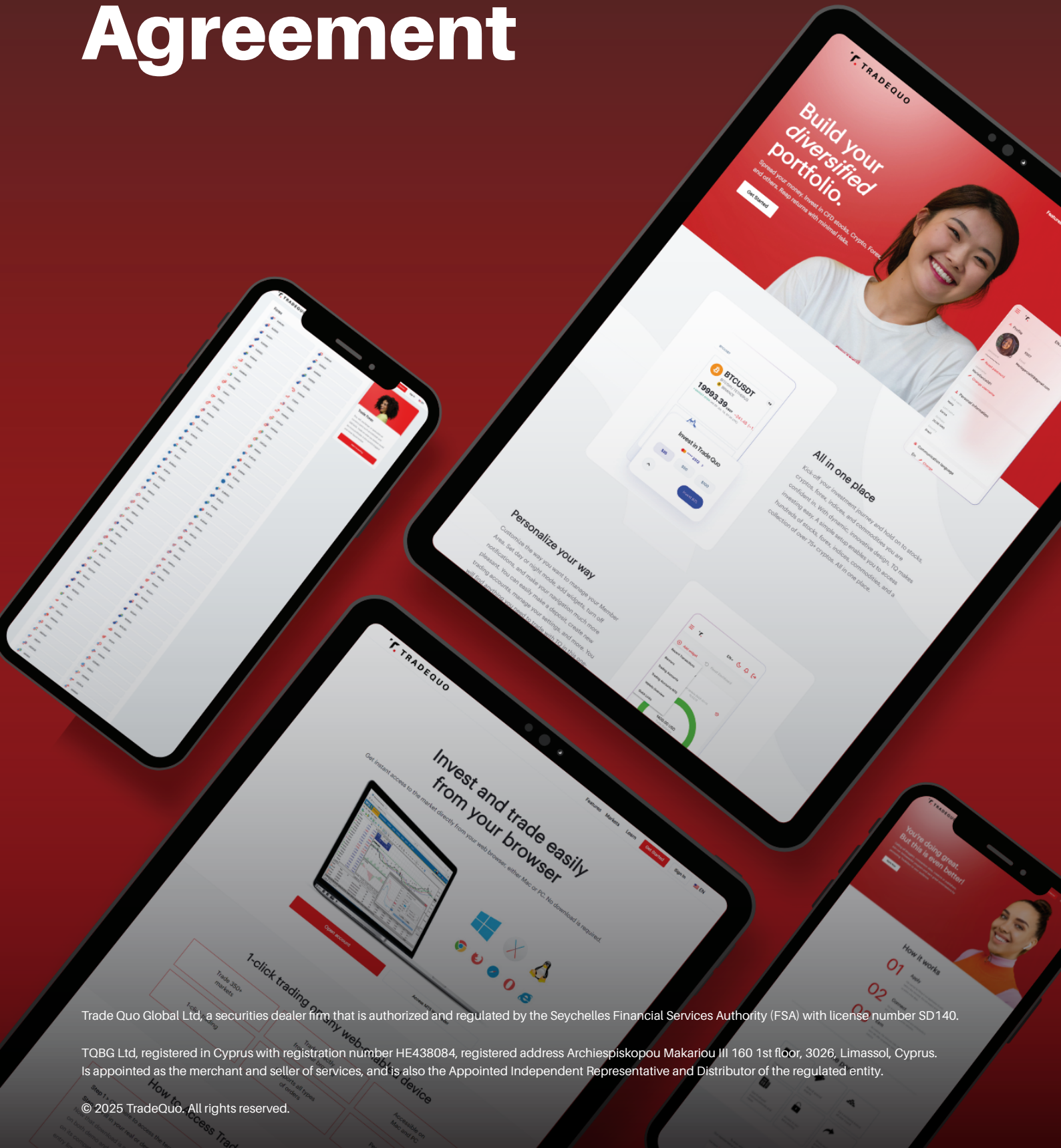




LEGAL DOCUMENTATION

Client Agreement



Trade Quo Global Ltd, a securities dealer firm that is authorized and regulated by the Seychelles Financial Services Authority (FSA) with license number SD140.

TQBG Ltd, registered in Cyprus with registration number HE438084, registered address Archiespiskopou Makariou III 160 1st floor, 3026, Limassol, Cyprus. Is appointed as the merchant and seller of services, and is also the Appointed Independent Representative and Distributor of the regulated entity.

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TRADE QUO GLOBAL LTD

Trade Quo Global Ltd (hereafter the “Licensed Company” and/or “We” and/or “Our” and/or “Us”) is a Licensed Company incorporated and registered under the laws of Seychelles, with Licensed Company number 8430709-1 and a registered address at CT House, Office 9A, Providence, Mahe, Seychelles. The Licensed Company is authorized and regulated by the Financial Services Authority in Seychelles (“FSA”) under the license number SD140 for the provision of the investment services specified in this Client Service Agreement (hereafter the “Agreement”).

TQBG Ltd, registered in Cyprus with registration number HE438084, registered address Archiespiskopou Makariou III 160 1st floor, 3026, Limassol.

The Client is requested to read the Agreement and make sure it understands the following terms prior accepting the Agreement and use the Licensed Company’s services.

Scope and Application

This Agreement governs the relationship between the Client and the Licensed Company and is electronically executed. The Client is required to accept these terms provided that it has read and agrees with the terms of the Agreement by checking and/or clicking the respective acceptance checkbox during the Online Account Opening Procedure which is further explained below.

For the avoidance of any doubt, this Agreement has the same legal effect and confers the same legal rights upon the parties as if it had been signed. The Client hereby acknowledges and agrees that by completing and submitting the account opening documentation forms of the Licensed. Licensed Company fully agrees to abide by and bound by the terms set out in this Agreement.

Definitions

1. "Account" shall mean a trading account maintained by the Client with the Licensed Company;
2. "Applicable Regulations" means 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, the Securities (Forms and Fees) Regulations 2008, 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.
3. "Authorised Third Party-Representative" shall mean an individual person or legal entity undertaking a transaction on behalf of another individual person i.e. the Client or legal entity but in his/its own name; Trade Quo Global Ltd is a Securities Dealer registered in Seychelles with registration number 8430709-1 and authorised by the Financial Services Authority (FSA) with licence number SD140. The registered office of Trade Quo Global Ltd is at 9A CT House, Providence, Mahe, Seychelles.

4. "Website" shall mean the Website: www.tradequo.com.
5. "CFD Contract" or "CFD" shall mean a contract which is a contract for difference by reference to fluctuations in the price of the relevant security or index;
6. "Client" shall mean the individual person, legal entity or firm being a customer of the Licensed Company;
7. "Equity" shall mean the aggregate of (i) the Balance; and (ii) unrealized profit or loss on open positions (after deduction of any Charges and the application of any Spread on closing of a position);
8. "Financial Instruments" shall mean Contracts for Differences (CFD) on spot Forex, spot precious metals, futures, shares or any other commodities available for trading;
9. "Margin" shall mean the necessary funds so as to open or maintain open positions in a CFD Transaction;
10. "Margin Level" shall mean $(\text{Equity} / \text{Margin}) * 100$; it determines the conditions of the Client's Account.
11. "MTF" means a multilateral system operated by an investment firm or market operator, which brings together multiple third-party buying and selling interests in financial instruments in the system, in accordance with non-discretionary rules, in a way that results in a contract.
12. "Quote" shall mean the bid and ask prices at which a Financial Instrument can be bought and sold;
13. "Underlying Asset" means property of any description (including a currency or currency pair) or an index or other factor designated in a CFD Transaction to which reference is made to fluctuations in the value or price for the purpose of determining profits or losses under the CFD Transaction;
14. "Services" shall mean the services to be provided under this Agreement;
15. "Spread" means the difference between the lower bid price and higher offer price of a quoted two-way price for a Financial Instrument;
16. "Regulated Market" shall mean a Regulated Market (RM) is a multilateral system that is operated or managed by a market operator and that brings together or facilitates the bringing together of multiple third-party buying and selling interests in financial instruments within the system.
17. "Trading Platform" shall mean any online trading platform made available under the Agreement;

1. SERVICES

1.1 The Licensed Company shall carry on business as dealing in securities, whether acting as principal or agent for the following:

- a. To make or offer to make an agreement with another legal person to enter into or offer to enter into an agreement, for or with a view to acquiring, disposing of,
- b. subscribing for or underwriting securities or in any way that affects or causes to effect a securities transaction.
- c. Without limiting the generality of the above point, to cause any sale or disposition of or other dealing or any solicitation in respect of securities for valuable consideration, whether the terms of payment be on margin, instalment or otherwise or any attempt to do any of the foregoing.
- d. To participate as a securities dealer in any transaction in a security occurring upon a securities exchange.
- e. To receive as a securities dealer an order to buy or sell a security which is executed.
- f. To manage a portfolio of securities for another Company on terms under which the first mentioned Company may hold property of the other.

1.2 The services of paragraph 1.1 shall involve transactions in Financial Instruments not admitted to trading in Regulated Markets or an MTF and are over the counter ("OTC") traded instruments such as CFDs or any other financial instruments or commodities.

1.3 The Licensed Company may also share information with the affiliated entity or any other company in the same group of the Licensed Company in the event such information is reasonably required in order to provide the products or services to its clients.

2. RISK DISCLOSURE & ACKNOWLEDGMENT

2.1 It is important for the Client to understand the risks involved before deciding to enter into a trading relationship with the Licensed Company. If the Client chooses to enter into a trading relationship with the Licensed Company, he should remain aware of the risks involved and be able to have adequate financial resources to bear such risks.

2.2 The financial instruments offered by the Licensed Company are high-risk products that are traded on margin and carry a risk of losing all Client's initial deposit. These kinds of products can fluctuate significantly and present a high risk of capital loss, therefore these products may not be appropriate or suitable for all clients and the Client should seek independent advice should he is not able to understand the risks involved.

2.3 General Risks and Acknowledgements: The Client acknowledges, understands, agrees and accepts the risks including but not limited:

- a. The Licensed Company does not and cannot guarantee that funds deposited in the Client's Account for trading will not be lost as a result of the Client's transactions.
- b. The Client acknowledges that, regardless of any information which may be offered by the Licensed Company, the value of any investment in Financial Instruments may fluctuate downwards or upwards and it is even probable that the investment may become of no value.

- c. The Client acknowledges that he/she runs a great risk of incurring losses and damages as a result of the purchase and/or sale of any Financial Instrument and accepts that he/she is willing to undertake this risk.
- d. The use of historical data does not constitute a binding or safe forecast as to the corresponding future performance of the Financial Instruments to which the said Information refers.
- e. The Client is hereby advised that the transactions undertaken through the dealing services of the Licensed Company may be of speculative nature. Large losses may occur in a short period of time and may be equal to the total value of funds deposited with the Licensed Company.
- f. Some Financial Instruments may not become immediately liquid, for example, as a result of reduced demand and the Client may not be in a position to sell them or easily obtain information on the value of these Financial Instruments or the extent of the associated risks.
- g. When a Financial Instrument is traded in a currency other than the currency of the Client's country of residence, any changes in the exchange rates may have a negative effect on its value, price and performance.
- h. A Financial Instrument on foreign markets may entail risks different to the usual risks of the markets in the Client's country of residence. In some cases, these risks may be greater. The prospect of profit or loss from transactions on foreign markets is also affected by exchange rate fluctuations.
- i. The Client should not purchase a Financial Instrument unless he/she is willing to undertake the risks of losing entirely all the money which he has invested and also any additional commissions and other expenses incurred.
- j. Under certain market conditions (for example but not limited to the following situations: force majeure event, technical failure, communications network failure, poor or no liquidity, market news or announcements etc.) it may be difficult or impossible to execute an order.
- k. Should the Equity of the Client be insufficient to hold current positions open, the Client may be called upon to deposit additional funds at short notice or reduce exposure. Failure to do so within the required time may result in the liquidation of positions at a loss and the Client will be liable for any resulting deficit.
- l. Trading on-line, no matter how convenient or efficient, does not necessarily reduce risks associated with currency trading.
- m. There is a risk that the Client's trades in Financial Instruments may be or become subject to tax and/or any other stamp duty, for example, because of changes in legislation or his/her personal circumstances. The Licensed Company does not warrant that no tax and/or any other stamp duty will be payable. The Client should be responsible for any taxes and/or any other duty which may accrue in respect of his/her trades.
- n. Before the Client begins to trade, he/she should obtain details of all commissions and other charges for which the Client will be liable. If any changes are not expressed in

money terms (but for example a spread), the Client should ask for a written explanation, including appropriate examples, to establish what such charges are likely to mean in specific money terms.

o. The Licensed Company will not provide the Client with investment advice relating to investments or possible transactions in investments or make investment recommendations of any kind specifically to meet the Client's investment profile. Note that the Licensed Company may provide generic research or information that is contained in the Licensed Company's website or material which shall be of a general nature and for information purposes only and does not constitute advice or recommendation to perform any actions with financial products or instruments, or to participate in any particular trading strategy as well as cannot guarantee any profits. Furthermore, it does not take into account the Client's personal circumstances, financial situation or needs therefore the Client shall seek professional advice, as required. In addition, any past performance is not a reliable indicator of future performance.

p. There may be situations, movements and/or conditions occurring at the weekend, at the beginning of the week or intra-day after the release of the significant macroeconomic figures, economic or political news that make currency markets to open with price levels that substantially differ from previous prices. In this case, there exists a significant risk that orders issued to protect open positions and open new positions may be executed at prices significantly different from those designated.

3. ACCOUNT OPENING PROCEDURE

3.1 Before opening a new account, the Licensed Company provides to the Client via the Website or through an email or in person with the required information regarding the Licensed Company and a copy of this Agreement. After logging on the Website, the Client will complete and/or receive the application package which consists of the following: a) account application form, b) relevant information/documents of the client, c) Client Services Agreement.

3.2 The Licensed Company is obligated by the Applicable Regulations to perform KYC and due diligence procedures in order to verify the identity of each person who registers online via the Website. For this purpose, the Licensed Company will collect information about the Client such as name, surname, address, telephone number, email, nationality, date of birth and other details.

3.3 When the Licensed Company receives the Client's completed online application form, it may use the information to conduct any further enquiries about the Client as the Licensed Company determines under the circumstances and its internal policies and procedures. The Licensed Company also carries out additional checks or periodic reviews. The Client will need to co-operate with the Licensed Company and supply the information requested promptly. The Licensed Company relies on the information that is provided by the Client in the online application form or otherwise as being correct and not misleading at all times, unless you notify Us otherwise in writing. In particular, the Client must notify the Licensed Company as soon as possible in writing if any of the details provided to us in your application form or if your circumstances have subsequently changed.

3.4 The Licensed Company is not to be required (and may be unable under Applicable Regulations) to accept a person as its Client, until all documentation it requires has been received by properly and fully completed by such person and all internal checks (including

without limitation all anti-money laundering customer identification and due diligence checks) have been duly satisfied. It is further understood that Licensed Company reserves the right to impose additional due diligence requirements to accept Clients residing in certain countries where the risk of money laundering may be higher. During the customer identification and due diligence checks the Licensed Company shall apply processes to verify the Client's identity for which (amongst other things) photo identification information will be required by the Client. In certain circumstances We may require this information to be authenticated by an appropriate third party. The Licensed Company requires as minimum a government issued Photo identity documents such as a passport, driving license and/or identity card containing your full name, personal photo, and date of birth, ID number and expiry date as well as evidence of your residential address, such as a utility bill or bank statement, for the verification process. The information in these documents should agree with the details submitted in Client's application.

3.5 The Licensed Company will assess the information received by the Client during the Account Opening Procedure in order to determine whether the Client is eligible or not in investing and/or operating a trading account. The Client's trading account will be opened following the assessment and completion of the KYC and due diligence procedure.

4. FEES AND CHARGES

4.1 The Client shall be required to pay the charges as agreed from time to time, any fees or other charges imposed by third parties during the execution of the Services. The Licensed Company current charges including spreads, charges, interest and other fees are published on the Website and any alteration to charges will be notified to the Client via the Website or via the trading platform terminal or via an email sent to the Client's registered address used during the registration process. By accepting this Agreement, the Client acknowledges that he has read, understood and is in agreement with the fees and charges uploaded on the Website.

The Client further agrees that the Licensed Company is entitled to change its charges without any consultation or prior consent from the Client.

4.2 The Licensed Company is compensated for its Services through the Buy/Sell (Ask/Bid) spread, so when you open a position in a specific instrument, you essentially "pay" the spread. The spread rates per instrument can be viewed by the Client at any time on the Website.

4.3 Subject to the Financial Instruments traded by the Client, the following charges may be incurred:

a. Spread

A spread is the difference between the bid (buy) and the ask (sell) price on the specific instrument you trade. This cost is realised every time the Client opens and closes a trade.

b. Commission (applicable only to CFDs on futures and CFDs on shares)

This is the commission the Client pays when he buys and sells a Financial Instrument.

c. Currency conversion

This is the cost incurred when converting realised profits and losses as well as any costs and charges that are denominated in a currency other than the base currency of the Client's Account.

d. Overnight Funding /Swap (Financing Fee)

This is the swap cost for keeping your position open overnight. The swap cost can be positive or negative depending on the instrument to be traded. An overnight funding amount is either added to or subtracted from the Client's account when holding a position after a certain time.

e. Trading inactivity

The Client's account is associated with the cost of maintenance and other regulatory or compliance requirements so if there are no transactions by the Client for a period of 12 months, the Licensed Company has the right to claim the applicable inactivity fee as notified to the Client from time to time and the Licensed Company may deduct such fee from the Client's Account. The inactivity fee will be up to USD10 and the Licensed Company reserves the right to charge the said fee annually if there are no transactions by the Client the preceding 12 months.

4.4 All payments under this Agreement shall be made in such currency as the Licensed Company from time to time specifies to the bank account designated by the Licensed Company for such purposes.

4.5 The Licensed Company may share charges with third parties, like Introducing brokers or affiliates, for services carried out on your behalf in the form of commission, mark-up, mark-down or other remuneration. Details of such remuneration or sharing arrangements may be available to the Client upon request.

5. CONFLICT OF INTEREST

5.1 The Licensed Company will take all reasonable steps to identify and manage conflicts of interest between itself, including its managers and employees or other relevant persons as well as any person directly or indirectly linked to them by control, and their clients or between one client and another, that arise in the course of providing any of the Services under this Agreement, and to organize and control their internal affairs responsibly and effectively.

5.2 The Licensed Company will manage conflicts of interest fairly, between itself and its Clients, between itself and its employees and between its customers and to organise and control their internal affairs responsibly and effectively in accordance with its Conflict of Interest policy which is enclosed in this Agreement as Annex 1.

6. INDUCEMENTS

6.1 The Licensed Company shall take reasonable steps to ensure that neither it nor any of its employees or agents either offers or gives, or solicits or accepts, any inducement that is likely to conflict with any duties owed to its Clients. For this purpose, the Licensed Company does not receive or pay any fees, commissions or non-monetary benefits in relation to the provision of the Services to or by any third party, except Client, subject to clause,

6.2 The Licensed Company, may pay and/or receive fees/commission to/from third parties, provided that these benefits are designed to enhance the quality of the offered Service to the

Client and not impair compliance with the Licensed Company's duty to act in the best interests of the Client. An indicative list of fees/commission to/from third parties which are designed to enhance the quality of the offered Service to the Client and not impair compliance with the Licensed Company's duty to act in the best interests of the Client may be regulatory levies, legal fees, bank and payment provider fees, liquidity providers' fees, platform fees etc.

6.3 A fee, commission or non-monetary benefit should only be paid or received where:

- a. It is justified by the provision of an additional or higher-level service to the relevant client, proportional to the level of inducements received.
- b. It does not directly benefit the recipient firm, its shareholders or employees without a tangible benefit to the Client.
- c. It is justified by the provision of an on-going benefit to the relevant Client in relation to an on-going inducement.

6.4 The Licensed Company shall keep records evidencing the fees, commissions or non-monetary benefits paid or received by the Licensed Company which are designed to enhance the quality of the relevant service to the Client.

7. CLIENT MONEY AND TRANSFER OF FUNDS

7.1 The Licensed Company ensures to promptly place any Client money segregated from the Licensed Company's own accounts and opened with an approved bank and/or a payment provider that has been assessed by the Licensed Company and/or approved by the Licensed Company's Management. Any Client's money shall be paid into a segregated client bank account denoted as "Client" bank account.

7.2 Unless the Client notifies the Licensed Company in writing or otherwise, the Licensed Company may pass on Client money or allow another person, such as an exchange, a clearing house or an intermediate broker, to hold or control Client money where the Licensed Company transfers the Client money (a) for the purposes of a transaction for the Client through or with that person; or (b) to meet the Client's obligations to provide collateral for a transaction (e.g. a margin requirement for a derivative transaction). By accepting this Agreement, the Client gives his consent and authorizes the Licensed Company, where applicable, to transfer/hold his funds in other parties or business partners i.e liquidity providers for settlement purposes. The Licensed Company shall not be liable for the solvency, acts or omissions of any institution with which Client money are held.

7.3 The third party to whom the Licensed Company will pass money may hold it in an omnibus account and it may not be possible to separate it from the Client's money, or the third party's money in which case the Client will not have any claim against a specific sum in a specific account in the event of insolvency. The Licensed Company does not accept any liability or responsibility for any resulting losses.

7.4 By entering into this Agreement, the Client agrees that the Licensed Company will not pay the Client interest on Client money or any other unencumbered funds.

7.5 Any amounts transferred by the Client to the Client's bank account will be deposited in the Client's Account at the "value date" of the received payment and net of any

deduction/charges by the Client's bank account providers. In case the Client's account reaches a stop-out during the processing period of the deposit, the Licensed Company bears no responsibility for any losses suffered.

7.6 The Licensed Company acts in accordance with international anti-money laundering regulations and local anti-money laundering rules thus the transfer of funds and transactions are done based on these rules. For this purpose, Client's withdrawals should be made using the same method used by the Client to fund his Client Account and to the same remitter. The Licensed Company reserves the right to decline a withdrawal with a specific payment method and will suggest another payment method where the Client needs to proceed with a new withdrawal request or request further documentation while processing the withdrawal request. Where applicable, if the Licensed Company is not satisfied with any documentation provided by the Client or if the Licensed Company has reasonable grounds for suspecting that a Client violates Applicable Regulations, then the Licensed Company will reverse the withdrawal transaction and deposit the amount back to the Client's Account and the Client will suffer the relevant Client's bank account provider's charges.

7.7 By accepting this Agreement, the Client gives his consent and authorizes the Licensed Company to make deposits and withdrawals from the Client's bank account on the Client's behalf, including but not limited to, the settlement of transactions performed by or on behalf of the Client, for payment of all amounts due by or on behalf of the Client to the Licensed Company or any other person.

7.8 The Client acknowledges that in case where a Client's bank account is frozen for any given period and for any given reason the Licensed Company assumes no responsibility, and Client's funds will also be frozen.

8. CLIENT'S ORDERS/INSTRUCTIONS & EXECUTION OF ORDERS

8.1 Execution of Orders: It is the Licensed Company's approach to take all sufficient steps to obtain the best possible result on behalf of its Clients when executing Client orders on Financial Instruments offered by the Licensed Company or receiving and transmitting orders for execution. The Client understands and acknowledges that the Licensed Company will enter into transactions with the Client either as principal (counterparty) or an agent. The Licensed Company will be the contractual counterparty to the Client.

8.2 The Licensed Company, when executing orders, will obtain the best possible result for Clients, taking into account factors like price, costs, speed, likelihood of execution and settlement, size, market impact or any other consideration relevant to the execution of the order. Where the Licensed Company executes an order on behalf of a Client, the best possible result shall be determined in terms of the total consideration, representing the price of the financial instrument and the costs relating to execution, which shall include all expenses incurred by the Client which directly relate to the execution of the order.

8.3 For determining the importance of the execution factors indicated above, the following criteria are also taken into account:

- a. The characteristics of the Client;
- b. The characteristics of the Client order;
- c. The characteristics of Financial Instruments that are the subject of that order;

d. The characteristics of the execution venues to which that order can be directed.

8.4 The Client understands and confirms that all orders received by the Licensed Company from the Client are orders for execution outside a Regulated Market or MTF.

8.5 Client's Orders/Instructions: Orders may be placed with the Licensed Company once the Client gets access to the Licensed Company's Trading Platform. The Licensed Company will be entitled to rely and act on any Order placed on the Trading Platform without any further enquiry to the Client and any such Orders will be binding upon the Client.

8.6 The Licensed Company's Buy/ Sell prices for a given CFD are calculated by reference to the price of the relevant Underlying Asset. Third party reputable external resources (i.e. feed providers) obtain prices (Buy/Sell prices) of the Underlying Asset for a given CFD. The Licensed Company then uses the prices given by the feed providers to calculate their own tradable prices for a given CFD. The Licensed Company adjusts the Spread (i.e. the difference between the Buy/Sell prices), hence the prices it quotes to Clients compared to the prices it obtains from third party external reference sources may differ, as they include a Spread adjustment. The Licensed Company provides Quotes by taking into account the Underlying Asset price. The Client acknowledges that such Quotes will be set by the Licensed Company at its absolute discretion.

8.7 Orders can be placed, executed and changed or removed within the trading hours for each CFD showed on the Website, as amended from the Licensed Company from time to time and if they are not executed, they shall remain effective through the next trading session (as applicable). The Licensed Company shall not be obliged to arrange for the execution of the Client's orders in respect of any CFD out of normal trading hours which appear on the Website.

8.8 If any tradable instrument becomes subject to possible adjustments, the Licensed Company will determine the appropriate adjustment, if any, to be made to the opening/closing price, size, value and/or quantity of the corresponding transaction. The determination of any adjustment or amendment to the opening/closing price, size, value and/or quantity of the Transaction (and/or the level or size of any order) shall be at the Licensed Company's sole discretion and shall be conclusive and binding upon the Client. The Licensed Company shall inform the Client of any adjustment or amendment via its internal mail as soon as is reasonably practicable.

8.9 During the occurrence of a manifest error i.e. a manifest or obvious misquote by the Licensed Company, or any market, liquidity provider or official price source on which the Licensed Company has relied in connection with any transaction, having regard to the current market conditions at the time an order is placed as the Licensed Company may reasonably determine, the Licensed Company may amend the details of affected transactions to reflect what the Licensed Company reasonably determines as correct and fair and/or declare any or all affected transactions as void.

8.10 During periods of abnormal Market (Volatile) Conditions, during news announcements, on opening gaps (trading session starts), or on possible gaps where the Reference Asset has been suspended or restricted on a particular market, Buy/Sell Stop and Stop Loss orders may not be filled at requested/declared price but instead at the next best available price. In such case, Take Profit orders below/above Buy Stop/Sell Stop orders or Stop Loss orders above/below Buy Stop/Sell Stop orders during activation will be removed. The same applies when a trading strategy is deemed as abusive, because it is aiming towards potential

riskless profit or another strategy deemed by the Licensed Company to be abusive. Accordingly, placing a Stop Loss order will not necessarily limit the Client's losses to the intended amount.

9. MARGIN/LEVERAGE LEVEL

9.1 The Margin/leverage levels applicable to the different products offered by the Licensed Company can be found on the Website at www.tradequo.com. If at any time the Equity falls below a certain percentage of the required Margin, specified on the Website, the Licensed Company has the right to close any or all of the Client's open positions without the Client's consent or any prior written notice to him. The Client will be informed about the closure of its position through electronic means should the equity falls below the required margin.

The Client is responsible to monitor its account balance and keep sufficient funds in its Account in order for its open positions to remain unaffected. The Licensed Company shall have the right, but not the obligation, to start closing Client's open positions starting from the most unprofitable, when the Margin is less than 100% of the Margin requirement. In the case where the Margin is equal to or less than 50% of the Margin requirement, then Client's positions shall be automatically closed, starting from the most unprofitable, at the prevailing market price.

9.2 Margin or leverage Level may be set and varied without prior notice from time to time in the Licensed Company's sole and absolute discretion in order to cover any realised or unrealised losses arising from or in connection with transactions, including subsequent variation of any Margin rates set at the time transactions are opened. The Client can request to change his account leverage at any time by contacting the Licensed Company.

9.3 On every Friday and between the hours of 21:00 till 24:00 (GMT+3) and occasionally before the release of major economic news, the Licensed Company may maintain a maximum leverage on remaining instruments other than FX for any new positions opened during such period which such requirement, if any, will be disclosed on the Website.

10. DECLINE OF CLIENT'S ORDERS AND INSTRUCTIONS

10.1 The Licensed Company is entitled to decline or refuse to transmit or arrange for the execution of any order in any of the following cases as applicable:

- a. under abnormal market conditions;
- b. If the Client's free Margin is less than the required Margin or there are no available cleared funds deposited in the Client Account to pay all the charges of the particular order;
- c. it is impossible to proceed with an order regarding the size or price or the proposed Transaction is of such a size (too small or too large), that the Licensed Company does not wish to accept that order or the Licensed Company believes that it will not be able to hedge the proposed transaction or it is impossible for the order to be executed due to condition of the relevant market;
- d. where the Licensed Company suspects that the Client is engaged in money laundering activities or terrorist financing or other criminal acts;

- e. in consequence of request of regulatory or supervisory authorities or a court order;
- f. where the legality or genuineness of the order is under doubt;
- g. there is absence of essential detail of the order, or the order is not clear or has more than one interpretation;
- h. a Quote is not obtained from the Licensed Company or the Quote obtained by the Licensed Company is an indicative Quote, or the Quote is the result of manifest error or Quote is an error Quote;
- i. internet connection or communications are disrupted;
- j. a Force Majeure Event has occurred;
- k. the Licensed Company has sent a notice of termination of this Agreement to the Client;
- l. the Client has failed to meet the minimum Margin requirement;

11. TRANSACTION SETTLEMENTS AND CONFIRMATIONS

11.1 The Licensed Company will proceed with transaction settlements upon execution, in accordance with the normal practice for the Financial Instrument or the relevant market rules. The Licensed Company will provide the Client with an online access to his Client Account via the Trading Platform, which will provide him with sufficient information on among others order(s) status.

11.2 The Client understands that transaction confirmations are available via the Trading Platform and he will be able to access account information through the Trading Platform. Through the Trading Platform the Client may view its balance as well as all of its account activity. The Client will also be able to generate daily, monthly and yearly reports of account activity as well as a report of each executed trade. Updated account information will be available no later than 24 hours after any activity takes place in the Client's Account. At all times, Client's account information will include, and is not limited to, trade confirmations with ticket numbers, purchase and sales rates, Margin, amount available for trading as well as current open and pending positions.

12. TRADING PLATFORM USAGE

12.1 The Client shall enter his user ID and password ("Codes") registered during the online account opening procedure when logging onto the Trading Platform. The Client should notify the Licensed Company without undue delay on becoming aware of unauthorized use of the Trading Platform, or if the Client suspects that the password has been misappropriated by a third party.

12.2 The Client shall take all necessary precautions to ensure the confidentiality of all information, including, but not limited to, the Codes to the electronic systems, Transaction activities, account balances, as well as all other information and all orders. The Client shall be solely responsible for all orders and the accuracy of all information sent via the internet

using its Codes. The Client acknowledges that the Licensed Company bear no responsibility in the case that the Codes are used in an unauthorized manner by any third party.

12.3 The Licensed Company shall not be responsible for losses resulting from the Client's installation and use of the computer programs used on the Trading Platform, unless such liability follows from indispensable rules of law. Where the Trading Platform is used by the Client, it shall be responsible for ensuring that the Trading Platform is adequately insured against direct and indirect losses which may result from the installation and use of the computer programs in the Client's computer system. Furthermore, the Client shall be obliged to make backup copies of data which, should such data be lost, might result in losses for the Client.

12.4 When using the Platform, the Client shall:

- a. run such tests and provide such information to us as we shall reasonably consider necessary to establish;
- b. ensure that the system and/or hardware equipment used by the Client satisfies the requirements notified by us to you from time to time;
- c. carry out virus checks on a regular basis;
- d. inform us immediately of any unauthorized access to its system or instruction which the Client know of or suspect and, if within its control, cause such unauthorized use to cease; and
- e. not at any time leave the terminal from which the Client have accessed the Trading Platform or let anyone else use the terminal until he has logged off the Trading Platform.

12.5 To the extent permitted by Applicable Regulations, the Licensed Company shall not be liable for:

- a. any loss, expense, cost or liability (including consequential loss) suffered or incurred by the Client as a result of instructions being given, or any other communication being made via the internet or other electronic media; the Client shall be solely responsible for all orders, and for the accuracy of all information, sent via such electronic media; and
- b. any loss or damage that may be caused to any equipment or software due to any viruses, defects or malfunctions in connection with the access to, or use of, the electronic systems.

12.6 If the Client wants to use a third party software application to provide trading signals or advice or other trading assistance like an "expert advisor" or a hosting environment allowing for real-time access to the Client's Account, the Licensed Company and its third party suppliers or licensors make no warranties or representations of any kind, whether expressed or implied for the service it is providing. The Licensed Company and its thirdparty suppliers or licensors also disclaim any warranty of merchantability or fitness for any particular purpose and will not be responsible for any damages that may be suffered by the Client, including loss of funds, data, non-deliveries or service interruptions by any cause or errors or omissions by the Client. The Client's use of any information obtained by way of an expert advisor used in conjunction with a hosting environment or otherwise is at the Client's own risk, and the Licensed Company and its third-party suppliers specifically disclaim any responsibility for the accuracy or quality of information obtained through its services.

Connection speed represents the speed of an end-to-end connection. The Licensed Company and its third-party suppliers or licensors do not represent or guarantee the speed or availability of end-to-end connections. The Licensed Company and its third-party suppliers or licensors shall not be subject to any damages or liability for any errors, omissions or delays therein including unavailability. The licensed products and all components thereof are provided on an "as is" basis and are separate and distinct from the services provided under this Agreement. Where the Licensed Company believes that a Client is using additional functionalities /plug-ins where it affects the reliability and/or smooth and/or orderly operation of the electronic systems the Licensed Company has the right to suspend or terminate the Client's Account.

12.7 The Licensed Company makes every effort to deliver high quality products. However, We do not guarantee that Our products are free from defects. Our software is provided "as is" and the Client uses the web platform at his own risk. The Licensed Company makes no warranties as to performance, fitness for a particular purpose, or any other warranties whether expressed or implied. No oral or written communication from or information provided by the Licensed Company shall create a warranty. Under no circumstances shall the Licensed Company be liable for direct, indirect, special, incidental, or consequential damages resulting from the use, misuse, or inability to use this software, even if the Licensed Company has been advised of the possibility of such damages.

12.8 The Client understands that the use of the Trading Platform including each Transaction the Client completes thereto will not violate any law, ordinance, charter, by-law or rule applicable to him or any agreement by which the Client is bound or by which any of the Client's assets are affected.

13. MARKET ABUSE

13.1 The Client acknowledges that he will not enter into any transaction which falls within the definition of market abuses of Seychelles Securities Act 2007 as amended. This rule applies to all forms of market abuse such as insider trading (an abusive exploitation of privileged confidential information), the misuse of information and directors trading in shares of their own companies.

13.2 If the Licensed Company suspects or has reasonable grounds to believe that the Client has been engaged into an abusive behavior as indicated above the Licensed Company reserves the rights to void and/or cancel part or all Client's abusive trading transactions, close all and any of the Client's trading accounts and terminate this Agreement under s.21.

14. THIRD PARTY AUTHORISATION

14.1 The Client has the right to use a power of attorney to authorise a third person "Representative" to act on behalf of the Client in all business relationships with the Licensed Company as defined in this Agreement. The power of attorney should be provided to the Licensed Company accompanied by all identification documents of the representative and/or any other documentation requested by the Licensed Company. If there is no expiry date, the power of attorney will be considered valid until the written termination by the Client.

14.2 The Client further ratifies and accepts full responsibility and liability for all instructions given to the Licensed Company by the Representative (and for all transactions that may be entered into as a result) and will indemnify (fully compensate or reimburse) the Licensed

Company and keep the Licensed Company 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 the Licensed Company in relation to any other account held by any other person or body with the Licensed Company.

14.3 The Client agrees to further indemnify the Licensed Company (fully compensate and reimburse) for any loss, damage or expense incurred as a result of the Licensed Company acting on instructions of the Representative outside the scope of the Representative authority or the Representative's breach of any term of their appointment.

15. INTRODUCING BROKERS AND AFFILIATES

15.1 The Client may have been recommended by an introducing broker or an affiliate based on a written agreement with the Licensed Company subject to the Applicable Regulations.

15.2 The Licensed Company may pay a fee/commission to introducing brokers and/or affiliates based on a written agreement. The Licensed Company has the obligation and undertakes to disclose to the Client, upon his request, further details regarding the amount of fees/commission or any other remuneration paid by the Licensed Company to introducing brokers or affiliates.

15.3 The Licensed Company shall not be liable for any type of agreement that may exist between the Client and the introducing broker or affiliate or for any additional costs as a result of this Agreement.

15.4 The Client acknowledges that the introducing broker or affiliate is not a representative of the Licensed Company.

16. PRIVACY AND DATA PROTECTION RULES

16.1 The Licensed Company are committed to protecting the privacy of all personal information that it obtains from the Client and hereby lists how and why the Licensed Company collects, uses, discloses and protects the Client's personal information.

16.2 Purpose of data collection: The Licensed Company collects Client's personal information in order to provide the Client with its products and Services and to establish and manage the Client's account. By collecting Client's information, the Licensed Company will be able to monitor and improve the Services it offers to its existing and potential clients.

16.3 The Licensed Company will collect and process the following personal information about the Client:

- a. Personal information provided during account opening procedure when the Client fills the application or other forms on the Website. The information may include the Client's name, address, contact details, financial information about your income and wealth, professional and employment details, trading history and other personal information.
- b. Information about the Client's use of this Website and the Platform. This information may include site areas visited, pages viewed, frequency and duration of visits.

c. Subject to Applicable Regulations, the Licensed Company will monitor and record the Client's calls, emails, text messages and other communication for regulatory compliance, crime prevention and detection, to protect the security of communications systems and procedures, for quality control and staff training etc. The Licensed Company will also monitor activities on the Client's account where necessary for these reasons and this is justified by the Licensed Company's legitimate interests or legal obligations.

16.4 Usage of Information: The Licensed Company may use information for the following purposes (list not exhaustive):

- a. Provision of the Services under this Agreement
- b. For KYC and due diligence purposes i.e verification of identity
- c. For maintenance and management of the Client's account as well as administration of the services provided to the Client
- d. Communication with the Client when necessary or appropriate
- e. Compliance with legal and regulatory requirements

16.5 Share of Information: The Licensed Company may share Client's personal information with business partners and suppliers with whom the Licensed Company may have outsourced certain of business functions or cooperating with. Personal data collected by the Licensed Company may be transferred or disclosed to third party contractors, subcontractors, for the purposes for which the Client has submitted the information i.e agreements with Service Providers.

16.6 It is the Licensed Company's policy to disclose information to third parties under the following circumstances:

- a. As required by Applicable Regulations, statute, rule, regulation or professional standard, search warrant or other legal process
- b. For regulatory compliance purposes
- c. When explicitly requested by the Client
- d. Or otherwise as set out in this section

16.7 In order for the Licensed Company to provide Services to its Clients, the Licensed Company may be required to transfer the Client's personal information to parties located in countries which may not have an equivalent level of data protection laws as in the Seychelles. Where this is the case, we will take reasonable steps to ensure the privacy of the information. The Client acknowledges and understands that by submitting its personal information to the Licensed Company agrees to the aforesaid transfer, storage, and processing of the information.

16.8 If the Client wishes to withdraw its consent to the use of information, rectify a personal information or request the provision or deletion of information held by the Licensed Company related to itself, he may submit its request at the email address admin@tradequo.com.

17. FORCE MAJEURE

17.1 In case of a force majeure event as listed below (list not exhaustive), the Licensed Company shall not be liable for any failure to provide the Services under this Agreement, beyond its control:

- a. Government actions, war, or hostilities, acts of terrorism, national emergency,
- b. Act of God, earthquake, tsunami, hurricane, typhoon, accident, storm, flood, fire, epidemic or other natural disasters;
- c. Labour disputes and lock-out which affect the operations of the Licensed Company;
- d. Suspension of trading on a Market, or the fixing of minimum or maximum prices for trading on a Market, a regulatory ban on the activities of any party (unless the Licensed Company has caused that ban), decisions of state authorities, governing bodies of self-regulating organizations, decisions of governing bodies of organized trading platforms;
- e. Breakdown, failure or malfunction of any electronic, network and communication lines (not due to the bad faith or wilful default of the Licensed Company and hacker attacks;
- f. Any event, act or circumstances not reasonably within the Licensed Company's control and the effect of that event(s) is such that the Licensed Company is not in a position to take any reasonable action to cure the default;
- g. The suspension, liquidation or closure of any market or the abandonment or failure of any event to which the Licensed Company relates its Quotes, or the imposition of limits or special or unusual terms on the trading in any such market or on any such event;
- g. The failure of any relevant supplier, financial institution intermediate broker, liquidity provider, agent or principal of the Licensed Company, custodian, sub custodian, dealer, exchange, clearing house or regulatory or self-regulatory organisation, for any reason, to perform its obligations.

17.2 If the Licensed Company determines reasonably that a force majeure event exists (without prejudice to any other rights under the Agreement) the Licensed Company may without prior notice and at any time proceed with the following actions:

- a. increase Margin requirements without notice;
- b. decrease leverage;
- c. close out any or all open positions at such prices as the Licensed Company considers in good faith to be appropriate;
- d. refuse to accept orders from Clients;
- e. determine at its discretion the quotes and spreads that are executable through the Trading Platform;

f. suspend or modify the application of any or all terms of the Agreement to the extent that the force majeure event makes it impossible or impractical for the Licensed Company to comply with them;

h. take or omit to take all such other actions as the Licensed Company deems to be reasonably appropriate in the circumstances with regard to the position of the Licensed Company, the Client and other Clients.

18. COMPLAINTS PROCEDURE

18.1 If the Client has any cause for complaint in relation to the services provided by the Licensed Company, he should file a complaint as per the Complaint Handling policy which is available on the Website.

18.2 The Client may register a complaint by completing the Complaint Form using any of the following options:

- Email: admin@tradequo.com.

18.3 The Complaints Handling Policy accompanied by the relevant complaint form which has to be filed by the Client in case he has a complaint is enclosed as Annex 2 in this Agreement.

19. REPRESENTATIONS AND WARRANTIES

19.1 The Client represents and warrants to the Licensed Company the following:

a. The Client is over 18 years' old;

b. The information provided by the Client to the Licensed Company in the account opening application form and at any time thereafter is true, accurate and complete, and at any time there is a change to the Client personal data, the Client will ensure that this data is updated and accurate, and the documents are valid and authentic;

c. The Client is duly authorised to enter into this Agreement and has the capacity;

d. Any actions conducted by the Client under this Agreement will not violate any law or rule applicable to the Client or to the jurisdiction in which the Client is resident, or any agreement by which the Client is bound or by which any of the Client's assets or funds are affected;

e. The Client has read and fully understood and undertakes to comply with the terms of this Agreement;

f. The Client funds are not in any direct or indirect way the proceeds of any illegal activity or used or intended to be used for terrorist financing;

g. There is no pending or, to the best of the Client's knowledge, any legal proceeding before any court, arbitration court, governmental body, agency or official likely to affect, the legality, validity or enforceability against him of this Agreement;

- h. Any information which the Client provides to the Licensed Company will not be misleading and will be true and accurate in all material respects;
- i. There are no restrictions, conditions or restraints by Central Banks or any governmental, regulatory or supervisory bodies, regulating Client's activities, which could prevent or otherwise inhibit the Client entering into, or performing in accordance with this Agreement and/or under any transaction which may arise under them;
- j. The Client is not entering into any transaction unless he has a full understanding of all of the terms, conditions and risks involved;

20. COMMUNICATION AND NOTICES

20.1 Any notice, instruction, request or other communication to be given to the Licensed Company by the Client under the Agreement shall be in writing and shall be sent to the email address at admin@tradequo.com.

21. ACCOUNT CLOSING PROCEDURE

21.1 Account Closing Procedure: Either party can terminate this Agreement by giving seven (7) business days' written notice to the other party. Following the notice, the Client should close all open positions. In the case where the Client has open positions during the termination notice period, then the Licensed Company reserves the right not to accept any new Transaction orders and the Licensed Company shall have the right to close all of the Client's open positions on expiry of the notice period to the extent the Client has not already done so.

Upon termination of this Agreement, the Licensed Company shall be entitled to cease the access of the Client to the Trading Platform.

21.2 The Licensed Company is entitled to close all open positions and terminate this Agreement immediately without giving prior written notice in the following cases:

- a. The Client fails to comply with any obligation to make any payment when due under this Agreement;
- b. There are reasonable grounds to believe that the Client is in breach of this Agreement;
- c. The Client activity might be a violation of any Applicable Regulations;
- d. The Client dies, becomes or is adjudged to be of unsound mind, is or becomes unable to pay his debts as they fall due, is or becomes bankrupt or insolvent within the meaning of any insolvency law or any suit, action or proceeding is commenced for any execution of all or any part of the property, undertaking or assets of the Client;
- e. The Client commences a voluntary case or other procedure, or there is an involuntary case or other procedure or other similar procedure under any insolvency law.

21.3 The Licensed Company may terminate this Agreement immediately without giving prior written notice, and the Licensed Company has the right to reverse and/or cancel all previous Transactions on a Client's account, in the following cases:

- a. The Client involves the Licensed Company directly or indirectly in any type of fraud, in which it places the interests of Licensed Company and/or the Licensed Company's Clients at risk prior to terminating this Agreement.
- b. The Client's trading activity adversely affects in any manner the reliability and/or smooth operation and/or orderly functioning of the Trading Platform.

21.4 Following termination, the Licensed Company and the Client undertake to fulfil and complete all obligations derived from this Agreement and this Agreement shall continue to bind the parties in regards to the existing commitments or any contractual commitments which were intended to remain in force. The Licensed Company is entitled to deduct all amounts due to it before transferring any credit balances on any Account to the Client. If there are no amounts due to the Licensed Company by the Client, the Licensed Company shall immediately transfer to the Client the Client's funds in its possession, providing that the Licensed Company shall be entitled to keep such Client's assets as necessary, to pay any actual, pending or contingent obligations or liabilities of the Client.

22. CANCELLATION PROCEDURE

22.1 The Client has a period of 14 calendar days from acceptance of this Agreement to withdraw from this Agreement provided that the Client has not been engaged or involved in any transaction with the Licensed Company. This right of withdrawal or cancellation shall not apply following any transaction executed under this Agreement which will thereafter remain binding upon you and the procedure indicated in clause 21 above applies.

23. LICENSED COMPANY'S LIABILITY

23.1 Nothing in this Agreement excludes or limits the Licensed Company's liability for any matter that cannot be excluded or limited under Applicable Regulations.

23.2 The Licensed Company will not be liable to the Client for any loss which arises as a result of:

- a. The Licensed Company's compliance with, or the exercising of any of the Licensed Company's rights in accordance with, Applicable Regulations or this Agreement;
- b. The Client's negligence, fraud or breach of this Agreement or Applicable Regulations;
- c. Any abnormal market condition or force majeure event;
- d. any delays, delivery failures, or failures in transmission of any order or any other communication or any other loss or damage resulting from the transfer of data over mobile or other communications networks and facilities outside of the Licensed Company's control.
- e. Any features, market data or third-party content available on the Website, Platform or e-mails, are provided on an "as is" and "if available" basis.

23.3 Nothing in this Agreement excludes or limits the Licensed Company's liability for any matter that cannot be excluded or limited under Applicable Regulations.

23.4 The Licensed Company will not be liable to the Client for any loss which arises as a result of omissions of the Licensed Company under this Agreement regardless of how such loss, liability or cost was caused and regardless of whether it was foreseeable or not. For the purposes of this paragraph, a loss, liability or cost includes any loss, liability or cost (as appropriate) arising from the Client being unable to sell Financial Instruments where the price is falling, or from not being able to purchase Financial Instruments where the price is rising, or from being unable to enter into or complete another trade which requires him to have disposed of or purchased the Financial Instruments or any other loss, liability or cost arising as a result of loss of business, profits, goodwill or data and any indirect, special, incidental, consequential, punitive or exemplary loss, liability or cost, whether arising from negligence, breach of contract or otherwise and whether foreseeable or not.

23.4 For the avoidance of doubt, the Licensed Company's third-party providers are not responsible for and have not participated in the determination of the prices and they exclude all warranties, undertakings or representations (either express or implied) relating to the Client's use of the Platform or the Website. Without limiting the foregoing, in no event whatsoever shall the Licensed Company's third-party providers be liable for any loss, regardless of whether they are aware of such loss and whether such liability is based on breach of contract, tort or otherwise.

23.5 Save in the event of the Licensed Company's negligence, willful default or fraud, the Licensed Company will not be liable for any loss or damage caused by a hacker's attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Platform or Website or to the Client's downloading of any material posted on it, or on any website (including Our Website) linked to it.

24. SEVERABILITY

24.1 Should any part of this Agreement be held by any court of competent jurisdiction to be unenforceable or illegal or contravene any of the Applicable Regulations, that part will be deemed to have been excluded from this Agreement and this Agreement will be interpreted and enforced as though the provision had never been included and the legality or enforceability of the remaining provisions of the Agreement shall remain unaffected.

25. MISCELLANEOUS

25.1 The Licensed Company may at any time and without notice to the Client set-off any liability under this Agreement or any other agreement entered into between the parties and between any account(s) of the Client (whether actual or contingent, present or future). The Licensed Company can off-set any owed amounts using any account the Client maintains with the Licensed Company to the extent permissible.

25.2 This Agreement may be amended from time to time and after the relevant changes are approved by the FSA the Licensed Company shall notify the Client of the relevant amendment or about the updated Agreement either in writing or through the Website.

25.3 In the event of the death or mental incapacity of the Client, all funds held will be for the benefit of the legal heirs of the Client, should this be verified and the legal heirs request for the withdrawal of the remaining balance in the deceased Client's account. At the order of the legal heirs and presentation of official legal documents from the applicable authorities in the jurisdiction of the deceased Client, the Licensed Company shall verify the legal heirs and decide the withdrawal of the funds. All obligations and liabilities owed to the Licensed Company in connection with the deceased Client account will be owed by such legal heirs.

26. GOVERNING LAW AND JURISDICTION

26.1 This Agreement is governed by the Laws of Seychelles.

26.2 The Competent Courts for all disputes and controversies arising out of or in connection with the Agreement shall be the Courts of Seychelles.

Annex 2 - Complaints Handling Policy

Introduction

The purpose of this Conflicts of Interest Policy ("the Policy") is to outline a suitable approach and response to the identification and management of conflicts of interest. Trade Quo Global Ltd (the "Licensed Company") will take all reasonable steps to identify conflicts of interest between itself, including its managers, employees or any person directly or indirectly linked to the Licensed Company by control and its Clients or between one Client and another that arise in the course of providing any investment services.

The Licensed Company maintains and operates effective organisational and administrative arrangements to prevent and manage conflicts of interest that may arise during the provision of any investment services, from adversely affecting the interests of its clients. In case where, the aforementioned arrangements are not sufficient to ensure, with reasonable confidence, that the risks of damage to the interests of the Clients will be prevented, the Licensed Company shall clearly proceed with the disclosure of such conflict. The said disclosure shall be done in a durable medium indicating the general nature and source of conflicts of interest, the risks to the client with sufficient details so as to allow the Client to take an informed decision with the regards to its investment as well as the steps taken to mitigate such risks.

The Licensed Company has the right to amend the current Policy at its discretion and at any time it considers is suitable and appropriate. The Licensed Company shall review and amend the current policy at least on an annual basis to take account of changes to operations or practices and, further, to make sure it remains appropriate to any changes in law, technology and the general business environment.

Identification of Potential Conflicts of Interest

To adequately manage conflicts of interest, the Licensed Company shall identify all relevant conflicts timeously. The Licensed Company will employ different mechanisms to ensure that all conflicts are identified. The Licensed Company shall identify all conflicts of interest, their severity and document controls to mitigate the conflicts. It is not possible to list all situations which could constitute a conflict. The facts of each situation will determine whether the

interest in question is such as to bring it within the area of potential conflict. All employees, including management, will be responsible for identifying specific instances of conflict and required to notify the Compliance function of any conflicts they become aware of. The Compliance Officer (CO) will assess the implications of the conflict and how the conflict should be managed in conjunction with the board. In the case where a specific incident to be reported concerns the CO, the notification shall be made to the Licensed Company's Representative Officer.

For the purposes of identifying the types of conflicts of interest that arise in the course of providing investment services and whose existence may damage the interests of a Client, the Licensed Company takes into account, by way of minimum criteria, the question of whether the Licensed Company or a relevant person, or a person directly or indirectly linked by control to the Licensed Company, is in any of the following situations, whether as a result of providing investment services or activities:

- The Licensed Company or a relevant person is likely to make a financial gain, or avoid a financial loss, at the expense of the Client;
- The Licensed Company or a relevant person has an interest in the outcome of a Service provided to the Client or of a transaction carried out on behalf of the client, which is distinct from the Client's interest in that outcome;
- The Licensed Company or a relevant person has a financial or other incentive to favour the interest of another Client or group of clients over the interests of the Client;
- The Licensed Company or a relevant person carries on the same business as the Client;
- The Licensed Company or a relevant person receives or will receive from a person other than the Client, an inducement in relation to a service provided to the Client, in the form of monies, goods or services, other than the standard commission or fee for that service.

For the purpose of this Policy, a "relevant person", in relation to the Licensed Company means any of the following:

- a director, partner or equivalent, manager, or tied agent of the Licensed Company;
- a director, partner or equivalent, or manager of any tied agent of the Licensed Company;
- an employee of the Licensed Company or of a tied agent of the Licensed Company, as well as any other natural person whose services are placed at the disposal and under the control of the Licensed Company or a tied agent of the Licensed Company and who is involved in the provision by the Licensed Company of investment services and activities;
- a natural person who is directly involved in the provision of Services to the Licensed Company or tied agent under an outsourcing arrangement for the purpose of the provision by the Licensed Company of investment services and activities.

Managing Conflicts of Interest

The Licensed Company has established suitable and adequate internal procedures for minimising any potential conflicts of interest. The Licensed Company maintains a Compliance Department that is an independent unit within the Licensed Company. Among the duties of the Compliance Officer is to monitor any possible deviation from the Licensed Company's internal policies and procedures as well as identifying and managing any possible conflicts of interest. Once a conflict has been identified it needs to be appropriately and adequately managed. The Compliance function will assess each conflict and determine if the conflict is actual or perceived and what the value of the conflict or exposure is and the potential reputational risk. Compliance will then decide whether it is viable to go ahead with the transaction or if the conflict is too severe. If Compliance decides that the particular conflict can be mitigated, then controls to manage the conflict should be put in place and documented.

The Licensed Company will manage conflicts of interest fairly, between itself and its Clients, between itself and its employees and between its customers and to organise and control their internal affairs responsibly and effectively.

The Licensed Company will manage conflicts of interest fairly, between itself and its Clients, between itself and its employees and between its customers and to organise and control their internal affairs responsibly and effectively.

- The Licensed Company shall avoid any conflict of interest with Clients and, where such a conflict unavoidably arises, ensure fair treatment to the Client by complete disclosure or by declining to act.
- Employees are also prohibited to keep investor accounts in other Brokers without Licensed Company's prior authorization and are obliged to bring this to Licensed Company's attention. They are also obliged to authorize the Licensed Company to directly request transaction reports from the other Brokers.
- If the Licensed Company has a material interest in a transaction to be entered into with or for a Client, or a relationship which gives rise to a conflict of interest in relation to the transaction, the Licensed Company shall not knowingly either advise, or deal in the exercise of discretion, in relation to that transaction. The only exception is when the Licensed Company has fairly disclosed that material interest or relationship, as the case may be, to the Client or the Client has taken reasonable steps to ensure that neither the material interest nor relationship adversely affect the interests of the Client.
- There is a clear distinction between the different departments' operations as these are described in the Licensed Company's IOM.
- The Licensed Company shall be informed promptly of any personal transaction entered into by a relevant person, either by notification of that transaction or by other procedures enabling the License Company shall not knowingly either advise, or deal in the exercise of discretion, in relation to that transaction. The only exception is when the Licensed Company has fairly disclosed that material interest or relationship, as the case may be, to the Client or the Client has taken reasonable steps to ensure that neither the material interest nor relationship adversely affect the interests of the Client.
- There is a clear distinction between the different departments' operations as these are described in the Licensed Company's IOM.

- The Licensed Company shall be informed promptly of any personal transaction entered into by a relevant person, either by notification of that transaction or by other procedures enabling the Licensed Company to identify such transactions. In the case of outsourcing arrangements, the Licensed Company shall ensure that the Licensed Company to which the activity is outsourced maintains a record of personal transactions entered into by any relevant person and provides that information to the Licensed Company promptly on request.
- A person shall be replaced by another person in his/her duties only with the prior consent of the Compliance Officer and approval by the Representative Officer. Such a consent will be given by the Compliance Officer after all issues of possible conflict of interest have been reviewed.
- The security features of the Licensed Company's software prevents unauthorized access to sensitive information in order to benefit the Licensed Company over its Clients or one Client over another.
- The Licensed Company's employees are prohibited from investing in securities for which they have access to non-public or confidential information.
- Transactions by the Licensed Company's employees are neither performed nor executed by themselves, but by another member of staff of the Licensed Company concerning account opened with the Licensed Company.
- A record shall be kept of the personal transaction notified to the Licensed Company or identified by it, including any authorization or prohibition in connection with such a transaction.
- The Licensed Company must take reasonable steps to ensure that neither it nor any of its employees or agents either offers or gives, or solicits or accepts, any inducement that is likely to conflict with any duties owed to its Clients.
- No employee shall either knowingly or recklessly make a statement, promise or forecast that is misleading, false or deceptive to any customer or conceal material facts at any time.

More specifically, the Licensed Company states some of the policies and procedures that it has implemented for managing possible conflicts of interest below:

- Effective procedures to prevent or limit any person from exercising inappropriate influence over the way in which a relevant person carries out investment services or activities.
- The separate supervision of relevant persons whose principal functions involve carrying out activities on behalf of or providing Services to, clients whose interests may conflict, or who otherwise represent different interests that may conflict, including those of the Licensed Company.
- Measures to prevent or control the simultaneous or sequential involvement of a relevant person in separate investment services or activities where such involvement may impair the proper management of conflicts of interest.
- The removal of any direct link between the remuneration of relevant persons principally engaged in one activity and the remuneration of, or revenues generated by

different relevant persons principally engaged in another activity, where a conflict of interest may arise in relation to those activities.

- Measures to prevent or control the exchange of information between relevant persons engaged in activities involving a risk of a conflict of interest where the exchange of that information may harm the interests of one or more Clients.

The procedures followed and measures adopted in the Policy include the following, as are necessary and appropriate for the Licensed Company to ensure the requisite degree of independence:

- No relevant person may purchase or sell a security or cause the purchase or sale of a security for any account while in possession of inside information relating to that security.
- No relevant person may recommend or solicit the purchase or sale of any security while in possession of inside information relating to that security.
- No relevant person may purchase or sell or cause the purchase or sale of a security for an employee or employee-related account or a proprietary account of the Licensed Company or an account over which an employee exercises investment discretion, while in possession of proprietary information concerning a contemplated block transaction in the security or for a customer account when such customer has been provided such information by any relevant person.
- No relevant person may purchase or sell a security or cause the purchase or sale of a security for any account while in possession of inside information relating to that security.
- No relevant person may recommend or solicit the purchase or sale of any security while in possession of inside information relating to that security.
- No relevant person may purchase or sell or cause the purchase or sale of a security for an employee or employee-related account or a proprietary account of the Licensed Company or an account over which an employee exercises investment discretion, while in possession of proprietary information concerning a contemplated block transaction in the security or for a customer account when such customer has been provided such information by any relevant person.

The Licensed Company is committed to having an effective and appropriate compliance culture to enable it to deal with any new potential conflicts of interest which may arise in the future. The Licensed Company's employees are therefore required to monitor any new circumstances giving rise to potential conflicts of interest and to implement appropriate measures to address these.

For the purpose of this Policy, a "personal transaction" is considered a trade in a financial instrument effected by or on behalf of a relevant person, where at least one of the following criteria are met:

- the relevant person is acting outside the scope of the activities he carries out in his professional capacity;
- the trade is carried out for the account of any of the following persons:

- the relevant person;
- any person with whom he has a family relationship, or with whom he has close links;
- a person in respect of whom the relevant person has a direct or indirect material interest in the outcome of the trade, other than obtaining a fee or commission for the execution of the trade.

Segregation of Company's Assets from Clients' Assets

The Licensed Company Shall Maintain Separate Accounting Records Between Its Own Assets And Those Of Its Clients To Facilitate The Protection Of Clients' Assets And The Prevention Of The Use Of Customer Assets By The Licensed Company Or By Other Third Parties So As To Minimize The Risk Of The Loss Or Diminution Of Client Assets, Or Of Rights In Connection With Those Assets, As A Result Of Misuse Of The Assets, Fraud, Poor Administration, Inadequate Record-keeping Or Negligence. In Addition, The Licensed Company Has Legally Secure Segregation Of Clients' Assets From The Company's Assets In Case The Licensed Company Becomes Bankrupt. For This Purpose, The Licensed Company Maintains Separate Books And Accounting Records For Each Client.

Forbidden Business Practices

The Licensed Company Shall Prohibit Those Business Practices Which In The Regular Course Of Events Might Give Rise To Conflicts Of Interest. The Following Business Practices Shall Indicatively Be Forbidden:

- The use by the Licensed Company or by its relevant persons of information regarding Client transactions, for the benefit of the Licensed Company, and the disclosure of such information to third parties.
- Dealing by the Licensed Company itself or by any relevant persons in financial instruments in respect of which the Licensed Company has drawn analysis reports or has made research findings prior to the publication of the respective reports and findings.
- The preferential treatment of relevant persons to the detriment of its Clients in the course of the provision to them of investment services.
- The carrying out of transactions by relevant persons for their own account or for the account of persons related with them on the basis of confidential information that the above persons have obtained in the course of their employment with the Licensed Company.

All employees must be aware of the above forbidden business practices and shall have the responsibility of informing the COMPLIANCE OFFICER immediately in case they monitor any violation of the above provisions.

Should you have any questions in relation to the Licensed Company's Conflicts of Interest Policy, please contact the Compliance department of the Licensed Company.

Disclosure of Conflicts of Interest

In case where, the organisational and administrative arrangements established by the Licensed Company to prevent or manage a conflict are not sufficient to ensure, with reasonable confidence, that the risks of damage to the interests of the Clients will be prevented, the Licensed Company shall clearly proceed with the disclosure of such conflict.

Prior to carry out a transaction or provide an investment service to a Client, the Licensed Company should disclose any actual or potential conflict of interest to the Client provided that the measures taken by the Licensed Company are not sufficient to ensure that the risks of damage to the interests of the Client will be avoided.

The above disclosure shall include sufficient detail, taking into account the nature of the Client, source of conflicts of interest, the risks to the Client to enable him to take an informed decision with respect to the investment service in the context of which the conflict of interest arises. The Licensed Company reserves the right not to proceed with the transaction or matter giving rise to the conflict if such disclosure is not sufficient to manage a conflict.

The Management and employees of the Licensed Company should disclose the following information to the Compliance Officer:

- Opening and closing personal accounts at any other Broker for own investments purposes.
- All personal transaction performed. Notification should be provided within 24 hours.
- Securities held by the employee.
- Transactions executed by the Licensed Company in which the employee may have an interest or a conflict.

Annex 2 - Complaints Handling Policy

Complaint Handling Policy

The Licensed Company aims to provide superior services to all of its Clients.

The Licensed Company efficiently handles any complaints from all Clients. This is to allow the Licensed Company to resolve and apply mandatory measures to avoid any recurring issues.

Definition

The Licensed Company classifies a complaint as any objection and/or dissatisfaction that the Client may have with regards to the provision of the services provided by the Licensed Company. A complaint form is enclosed at the end of this Policy.

Procedure

The Licensed Company shall be responsible for handling Client complaints, except in the case where the complaint involves individuals within the Licensed Company, whereby the complaint shall be handled by the Representative Officer.

The Client may register a complaint by completing the complaint form, using any of the following options:

- Email: admin@tradequo.com
- Postal Address: TradeQuo Global Ltd CT House, Office 9A, Providence, Mahe, Seychelle

1. When the Licensed Company receives the Client's complaint then a written acknowledgement will be sent to the Client within 7 business days;
2. The Licensed Company will attempt a final response within 30 business days, however in case we are still not in a position to resolve the issue then the Licensed Company will notify you in writing stating the reasons for the delay and indicate an estimated time to resolve the issue;
3. A final response should be provided to the Client within 60 business days the latest from the date he submitted his complaint;
4. In the case where the complainant is still not satisfied with the Licensed Company's final response, then the complainant can refer his complaint with a copy of the Licensed Company's final response to the Financial Services Authority (FSA) in Seychelles for further examination.

The contact details for the Financial Services Authority (FSA) in Seychelles are set out below:

- **Address:** PO Box 991 Bois de Rose Avenue Roche Caiman Victoria, Mahe, Republic of Seychelles.
- **Phone:** (+248) 438 08 00 Fax: (+248) 438 08 88
- **Email:** complaints@fsaseychelles.sc
- **Website:** <http://fsaseychelles.sc/index.php/contact-us>

Client Records

The Client should provide all relevant documentations as well as any additional information requested by the Licensed Company in order to ensure all records are collected and the complaint is properly resolved on time.

All records will be kept safe as per local requirements and for a period of seven (7) years.

[The complaint form can be found in the next page]

Complaint Form

A. Client Information

Name:	Account Number:
Address:	Telephone Number:

B. Type of Complaint

1. Execution of Orders	<input type="checkbox"/>
2. Quality or lack of information provided	<input type="checkbox"/>
3. Terms and Conditions/Fees/Charges	<input type="checkbox"/>
4. General admin/Customer Services	<input type="checkbox"/>
5. Unauthorized business being offered	<input type="checkbox"/>
6. Issue in relation to withdrawal of funds	<input type="checkbox"/>
7. Other (specify)	<input type="checkbox"/>

C. Brief Summary of the Complaint:

Please describe the product or service you are complaining about (*description, evidence, amount and suggested way to be solved*):

[illegible]

- Please enclose any other relevant documentation that may help us to handle the complaint.
- Possible documentation to be provided (client statement, correspondence with the Licensed Company as well as any other supporting documentation to be requested by the Compliance Officer which is relevant to the Client's complaint).

Date & Place

Client Signature

<i>For internal use only:</i>	
Complaint Received By:	Date:
Acknowledgement sent to Client:	<input type="checkbox"/> Yes - <input type="checkbox"/> No
Informed Client of initial action:	<input type="checkbox"/> Yes - <input type="checkbox"/> No
Final response provided to Client:	<input type="checkbox"/> Yes - <input type="checkbox"/> No
Holding response provided to Client:	<input type="checkbox"/> Yes - <input type="checkbox"/> No
Signature of Compliance Officer:	Date: