

Client Agreement

Under the terms of a public offer (hereinafter referred to as the "Agreement"), Otet Group Ltd. (hereinafter referred to as the Company), on the one hand, and the natural person filling out the registration form to open trading account with the Company (hereinafter referred to as the Client) on the other hand, collectively referred to as Parties, have concluded this Agreement:

1. General Provisions

1.1. This Client Agreement and its Addendum thereto as well as any information set forth on the official website of the Company, determine conditions of rendering by the Company of services to the Client regarding trade operations in the international exchange market (FOREX) and contracts for difference (CFDs), including all accompanying services and non-trading operations as well as rights and obligations of the Parties arising in connection to the procedure of rendering and execution of such services.

1.2. Services of the Company hereunder are as follows:

- a. opening and maintaining Personal Area and trading account(s) of the Client;
- b. providing the Client with access to trading platform allowing to obtain information and quotes from the Company, and to perform trade operations;
- c. executing trading and non-trading orders of the Client. Trading and non-trading orders execution leads to funds amount change on Client's account;
- d. providing information and consulting services (training sessions and training materials, analytical articles and research, investment and financial advisory services, technical support, etc.). Service shall be considered rendered, if Personal Area of the Client has been registered or any trade or non-trading operation has been processed, including funds crediting to the Client's account.

1.3. To receive services of the Company the Client is to complete Personal Area registration procedure on the Company's official web-site: fill in registration form and accept this Agreement. Acceptance of the present Agreement by the Client shall mean that the Client have thoroughly read it, fully understood and agreed with all terms and conditions thereof.

1.4. The Client agrees that the Company has the right to unilaterally amend, add, rename or leave without changes any services rendered under the present Agreement with the notification of the Client within the period and under the conditions provided herein. Any amendments, additions, renaming of the services shall take effect immediately after notification of the Client in accordance with the procedure set forth in Section 3 herein.

1.5. The Client confirms that the present Agreement applies to the services that may be changed, added or renamed in future in addition to those services that are rendered to the Client at the moment of registration and opening of trading account.

1.6. All financial instruments, transactions to which are performed by the Client in accordance with the terms of the present Agreement, are for settlement. Physical transfer of currency or underlying assets (assets in the basis of the contract) does not take place during contract execution.

1.7. With respect to the Client's trading operations, the Company executes orders, as well as performs transactions contained herein, without providing trust management and without giving recommendations. Information or research materials published on the official website of the Company, or services provided to the Client in any other way, including through the trade copier services, as well as the private opinion or advice of any third party, do not constitute recommendations for any possible trade solutions. The Client is fully liable for all trading operations on his trading account and for his investment decisions.

2. Procedure of Opening of Trading Account

2.1. It is strictly prohibited to open and use more than one trading account with the Company per the same IP address. Each Client is permitted to maintain only one trading account per unique IP address. It is also prohibited to use the same IP address by different Clients. This restriction pertains to the continuous or repeated, one-time use of the same IP address, where even brief terms of using the same IP address are considered a violation.

The Company monitors and tracks IP addresses associated with each Client, different Clients, to ensure the compliance with the restriction mentioned above.

Any detection of multiple trading accounts use under the same IP address will be considered a breach of this Agreement and could result in the following actions that could be taken by the Company, at its sole discretion:

- 1) Temporary suspension of trading activity on all trading accounts and asking for the clarification,
- 2) Closure of all the trading accounts, remaining only one,
- 3) Closure of all the trading accounts,
- 4) Legal measures, prescribed by the applicable law, as well as where necessary, to recover any losses incurred by the Company due to such violations.

2.2. In order to open trading account in the Company the Client shall take registration procedure on the official website of the Company – fill out registration form for opening of trading account and accept this Agreement.

2.3. When undergoing registration procedure, the Client may select one of several available types of trading accounts offered by the Company. Specific conditions and peculiarities of service rendering for each type of trading accounts offered are available on the official website of the Company and are the integral part of the present Agreement.

2.4. A person who has filled out registration form for opening of trading account shall be deemed individual whose data is specified in such registration form. The Company does not assume any responsibilities for invalidity and/or unauthenticity of the information provided by the Client during opening of the trading

account. The Client assumes responsibility for authenticity and validity of the data provided to the Company, as well as for any potential consequences resulting from its invalidity and/or unauthenticity.

2.5. After filling out registration form, confirmation of registration data of the Client and accepting of the present Agreement a trading account will be opened for the Client, and corresponding codes (login and password) are generated and presented to the Client that provide the Client with access to the personal account and Client's terminal. Access codes (login and password) are used for Client identification during performance of transactions and management of trading account and funds on it. Login is provided once and cannot be changed in future. Password can be changed at any time at the request of either Party. Changing of the password by the Client him/herself can be performed at any time and does not require notification of the Company. When password is changed on the initiative of the Company corresponding notice is sent to the Client's email address, set forth by the Client as a contact email.

2.6. The Client can open and manage account in USD or EUR at the Client's discretion. Account can also be opened in other currencies. The Client can find out the list of available currencies on the official website of the Company or by contacting Client support service.

2.7. The Client gets automatically generated Phone Password (code word) after trading account registration. This password is used for identification of the Client, when the Client orders trading operations execution via phone or requests information about trading account balance via phone.

2.8. To confirm request on operation of fund withdrawal from the Client's account an SMS message with dynamic password will be generated and sent to the Client's mobile phone that was previously indicated by the Client in the registration form. All requests to withdraw funds from the Client's account, which are not confirmed by a dynamic password, will be automatically rejected.

2.9. The Client assumes complete responsibility for confidentiality of the credentials of his/her trading account, as well as for any trading and non-trading transactions on the account performed by a person duly authorized within trading platform, on official website or server of the Company using credentials of the Client's trading account. All messages transferred to the Company by a person duly authorized within trading platform, on official website or server of the Company using credentials of the Client's trading account shall be deemed issued directly by the Client.

2.10. In case of loss of password by the Client the Company has the right to change existing password at the Client's request. List of the documents needed for Client's identification is determined by the Company individually.

2.11. The customer hereby certifies that they are neither a resident nor a citizen of the United States of America, Canada, or Türkiye. The customer acknowledges that if this certification is found to be false, all legal responsibility will be borne by them.

3. Information Exchange

3.1. Labor Hours of the Company: around the clock from 00:00 Monday to 24:00 Friday EET (Eastern European Time: GMT+2 winter time, GMT+3 summer time).

3.2. Labor off Hours of the Company: from 00:00 Saturday to 24:00 Sunday EET (Eastern European Time: GMT+2 winter time, GMT+3 summer time). In addition, the Company's non-working time include the days of international holidays, entailing the closure of financial markets and stopping the trade of financial instruments, provided in the trading platform. Also, in the event of changes made by liquidity providers, the Company has the right to make appropriate adjustments to the schedule of trading instruments.

3.3. The Company can use following media for communication with the Client:

- a. email;
- b. internal mail of trading platform;
- c. facsimile communication;
- d. phone;
- e. mail;
- f. announcements on the official website of the Company.

3.4. The Company shall use for communication with the Client only those details provided by the Client when opening trading account or changed by the Client later in accordance with the established procedure. Correspondence and information sent by the Company to the particulars set forth by the Client shall be deemed duly sent and the Client does not have the right to refer to invalidity or change of such particulars if the Company has not been notified by the Client beforehand and contact information has been changed inappropriately.

3.5. Any correspondence and information (documents, announcements, notifications, confirmations, requests, reports, messages, etc.) shall be deemed received by the Client:

- a. immediately after its sending to the Client's e-mail;
- b. immediately after its sending via internal mail of trading platform;
- c. immediately after its sending via fax; d. upon the ending of the phone call;
- e. after 7 calendar days from the date of mailing;
- f. one hour after publication of an announcement on the official website of the Company;
- g. one hour after publication of announcement in Personal Area.

3.6. Correspondence and information sent by the Company to the particulars specified by the Client, namely to Client's e-mail; specified fax; mail address; via internal mail of trading platform; or publication of the information on the official website of the Company shall be sufficient written notification.

3.7. The Client agrees that the Company has the right to delete messages that are not received by the Client via internal mail of client terminal after three calendar days from the date of sending of such messages.

3.8. The Client agrees that the Company has the right to keep record of oral and phone negotiations with the Client. Such records shall be Company's property and can be published as evidence of requests and instructions issued by the Client, and other facts of interaction between the Company and the Client, furthermore, records are used for improvement of Client experience.

4. Rights and Liabilities of Parties

4.1. Client has a right:

- a. Contact Company or an authorized provider of services of the third party and receive from them quotations and the information with the purpose of making trading transactions in financial markets.
- b. Conduct trading transactions in financial markets with the help of the trading platforms (software) provided by Company.
- c. Request and obtain from Company any information related to current status of his/her account on the first demand provided that there are technical facilities for communication between Company and Client.
- d. At any time to dispose with free money funds on his/her account (with the deduction of credit funds), upon that, this amount shall not exceed balance.
- e. Send Company his/her instructions (requests and orders) on trading transactions in financial markets solely with the help of client terminal or over the phone.

4.2. Client guarantees that:

- a. He/she has a full legal capacity.
- b. He/she has attained majority.
- c. He/she has essential authorities to conduct current Agreement, send requests and orders as well as to fulfill their liabilities under the present Agreement.
- d. Conclusion of the present Agreement by Client and making (non) trading transactions including other actions under the present Agreement shall not violate any law, regulation and rules applied to Client or under the jurisdiction of Client's residency. Breach of the present term of the Agreement by Client does not imply any responsibility of Company as well as for the actions arising hereof.
- e. Entire information provided by Client under the present Agreement is veracious, accurate and full in all aspects.
- f. He/she fully undertakes liabilities and responsibility for all possible consequences which may result from his/her actions under the present Agreement.
- g. Client shall be a sole authorized user of Company's services under a trading account, shall be fully responsible for confidentiality and safety of access details.
- h. Client will not use two or more affiliated accounts in the Company registered for other people.
- i. He won't use two or more trading accounts in the Company to open opposite directed trades on the same trading instruments.
- j. Client confirms non-criminal origin, lawful possession and right for the funds debited to trading account in Company.
- k. Trading systems used by the Clients do not aim at using possible software vulnerabilities.

- l. Client's actions are not aimed at gaining unjustified profit by inflicting loss to the Company, including by using found vulnerabilities, errors and problems of trading platform or Company resources.
- m. Client will not use trading strategies that are not economically viable without usage of Company's promotions and services including Company's partner program.
- n. He won't use trading strategies, which can lead to the risk of funds losses, exceeding trading account balance.

4.3. Client shall:

- a. comply with the terms and fulfill liabilities provided by the present Agreement, Appendixes hereto and in information published on the official website of the Company and specified in this Agreement and Appendixes hereto.
- b. pay for Company's services totally and timely.
- c. provide the Company with actual identification information and data, and immediately inform the Company on any changes thereof. The Client shall be responsible for any consequences regarding failure to notify the Company about changes of identification information and data.
- d. avoid disclosure of credentials and other information used for Client's identification for performance of trading transactions and management of trading account and its funds to any third parties.
- e. in the event there is a negative balance on his trading account, Client is entitled to depositing his own funds to bring account to zero within 10 (ten) calendar days on Company's requirement.
- f. immediately inform the Company about vulnerabilities, errors and problems in trading platform or on Company's resources.

4.4. Company has the right to:

- a. request a proper fulfillment of the terms hereunder by Client.
- b. request from Client provision of data and information required and sufficient for appropriate identification of the Client when opening trading account and performing trading and non-trading transactions by the Client.
- c. in case of improper execution by Client of his/her obligations hereunder terminate this Agreement unilaterally and deny access of the Client to the services, provided in accordance with the present Agreement.
- d. in order to prevent fraud, money laundering and other conflict situations Company has the right to demand Client's identification at any time. Client's identification shall be performed in accordance with the procedure set forth in Section 6 herein.
- e. Disable accounts of the Client if he/she connects to the trading server using software of third parties not listed on the Company's website.
- f. Suspend the service or reject providing the service to the Client without giving reason therefor.

g. Continuously monitor all Clients' transactions related to trading activity for the patterns of market abuse, market manipulation, use of insider information, fraud, criminal activities, or other illegal conduct, as well as monitor that multiple trading accounts do not the same IP address. The Company reserves the right to not process transactions that, in its reasonable discretion, may result in a violation of anti-money laundering regulations, terrorism financing laws, fair market competition rules, or if proper patterns are revealed as set forth above.

4.5. Company shall:

- a. Provide Client with capability to perform trading and non-trading transactions in exchange markets under the terms and in accordance with procedures provided herein.
- b. Provide services in accordance with the terms of the present Agreement in quality manner.
- c. Timely and properly fulfill its obligations hereunder.
- d. Take all necessary measures to maintain confidentiality of the information retrieved from the Client.

5. Non-trading operations

5.1. In order to provide the possibility to perform trading transaction the Client shall on his own fund his trading account through the transfer of his own money to the Company's accounts to the bank details, specified in the personal account. The account can also be credited using all other methods set forth on the official website of the Company and available to the Client from his/her personal account.

5.2. The Client acknowledges and agrees that the Company will not pay the Client any interest for money deposited on his/her trading account, unless otherwise provided by additional marketing activities and services as presented in the website of the Company.

5.3. Withdrawal of available funds from the trading account (excluding credit funds and not exceeding the account balance) can be done by the Client at any moment at his/her discretion, except in the cases specified in this Agreement and its appendices. Requests for withdrawals of available funds from trading accounts are processed on business days and may take between 24 to 72 hours, provided the following conditions are met:

- a. The Client has submitted all required KYC items correctly.
- b. The trading account has not engaged in any illegal or unauthorized trading activity.
- c. The KYC department has revalidated the Client's identity. This may require the Client to provide additional documentation as required by the AML procedures and processes.

5.4. Account funding as well as withdrawal of funds from the account can be made in USD, EUR and other currencies, list of which the Client can get in the Client Area and by contacting Customer Support Service.

5.5. When funding trading account with currency other than the currency of trading account, the credited money is converted into the currency at the internal exchange rate of the Company. Internal exchange rates of the Company are set at the discretion of the Company depending on market situation, market

volatility and other external and internal factors, any references to exchange rates in other sources are unauthorized. Up-to-date internal exchange rates of the Company are published in the Client Area.

5.6. Terms and procedure of funds transfer.

5.6.1. When making operation of funding account in the Company the sender's data have to completely match with the Client's data mentioned in the Client Area. In case of revealing the fact of funds transfer from third parties, the Company has the right, but is not obliged to:

- refuse to credit funds;
- block fully or partially the Client's access to the services of the Company;
- cancel transactions made on the Client's accounts;
- forcibly return to the sender's details the balance from the Client's account, but not more than the amount of the net receipt of funds (the sum of all Client's deposits minus the sum of all the Client's withdrawals);
- withhold all costs for the transfers' refund from third parties.

5.6.2. Funds from the trading account should be withdrawn in the same way and in the same currency to the bank account or electronic payment system with which the deposit was made in a proportional amount. When withdrawing funds, the beneficiary's data should exactly agree with the Client's data in the Client area and completely match with the Client's identity documents.

5.6.3. Depending on the deposit methods used by the Client, the Company has the right to:

- determine at its own discretion by what method and in what currency the Client can withdraw funds;
- reject a withdrawal request indicating in the comment by which payment system and in what currency the Client can create a request to withdraw funds from the trading account;
- Request documents for verification of a withdrawal method proposed by the Company to the Client and (or) to fund a Client's trading account by using the mentioned method.

5.7. Crediting of funds to the trading account of the Client shall be performed by the Company within one working day from the date of receipt of the money on Company's accounts or from the date of receipt of order for money transfer between the accounts within the Company.

5.8. The Client can perform funds transfer from his/her trading account to another trading account that belongs to him/her within the Company. Company reserves the right to prohibit internal transfers between Client's accounts at its sole discretion.

5.9. In case if trading accounts, between which funds are transferred, are handled in different currencies, then currency conversion during the transfer is performed at the internal exchange rates of the Company; information on the current state of such exchange rates is available on the official website of the Company and in the Customer Support Service.

5.10. Withdrawal of funds from the trading account that has open positions can be only performed within the limits of free margin on the account (excluding credit funds and not more than the account balance at

the moment of order). If the amount of money withdrawn by the client (including fees, charges and other expenses) exceeds the amount of free margin of the trading account, then the Company reserves the right to decline such an order.

5.11. If Client has open positions involving the instruments on which trading sessions are closed by the moment of handling of the Instruction on withdrawal of money funds, the Company has the right to fully or partly reject such a withdrawal until required trading sessions are opened.

5.12. All withdrawal requests may be confirmed by dynamic password sent in SMS message to the phone number of the Client given in the Client Area. For safety reasons the Company manager has the right to contact the Client by given telephone number for verbal confirmation of withdrawal request.

5.13. All requests for funds withdrawals from the trading account of the Client shall be performed by the Company within the time, specified in the Regulations for non-trading operations.

5.14. All charges and fees connected to the transfer of money and calculations performed by the Parties are paid at the expense of the Client.

5.15. The Client agrees that in case of any failures of the software there may be delays of money crediting to the Client's trading account. The Company can perform manual crediting of money to Client's trading account in case of discovering of any failure of software that resulted in delays of automatic money crediting provided that the Client informed helpdesk staff of the Company about such delay.

5.16. The Client transfers money to the trading account in order to deposit it or to maintain open position at his/her own discretion. The Company does not send any requests to the Client for maintenance of required margin level.

5.17. The Company reserves the right to set limits for minimum and maximum amounts of crediting and withdrawal operations for a period (per once, per day, per month, etc.) for each crediting/withdrawal method. These restrictions shall be published in the Personal area.

5.18. In any cases when the Company has the right to get commission or other fees from the Client for the provided services in accordance with the terms of the present Agreement, as well as the cases when the Client shall indemnify any expenses incurred by the Company, corresponding amount will be deducted by the Company from the trading account of the Client without further authorization.

5.19. The Company is not obliged to disclose or provide information to the Client about fees or other remuneration, and other expenses incurred by the Company from the trading or non-trading transaction of the Client.

5.20. The Company has the right at its discretion and without giving reasons to refuse connecting or to disable promotions and services, to not credit or to deduct from the Client's account the payments in full under the Company's promotions and services (bonuses, rewards, prizes, etc.). In particular, if it's revealed the Client has a trading strategy that is not economically reasonable without the promotions and services offered by the Company, including the Company's partner program.

5.21. The Company has the right to fully deduct from the Client's account the payments made under the Company's promotions and services (bonuses, rewards, prizes, etc.) in case of funds withdrawal from the account by the Client, including funds transfer to another account.

5.22. The Company has the right to:

5.22.1. Block or permanently delete the Client's account, on which there are no operations initiated by the Client for more than 30 (thirty) calendar days in a row from the moment of opening the account (deposits, withdrawals, trading operations).

5.22.2. Fully deduct from the Client's account the payments made under the Company's promotions and services (bonuses, rewards, prizes, etc.) in case there are no operations initiated by the Client for more than 30 (thirty) calendar days in a row (deposits, withdrawals, trading operations).

5.22.3. Charge a monthly commission in the amount of 1 USD or the equivalent in the account currency for maintaining the Client's inactive account, on which there are no operations initiated by the Client for more than 90 (ninety) calendar days in a row (deposits, withdrawals, trading operations).

5.22.4. Block the Client's account, on which there are no operations initiated by the Client for more than 270 (two hundred seventy) calendar days in a row (deposits, withdrawals, trading operations).

5.22.5. Permanently delete the Client's account, on which there is not enough funds to pay commissions for maintenance of an inactive account.

6. Proof of Identity of the Client and Policy of Money Laundering Prevention

6.1. The "laundering proceeds of crime" (money laundering) in the context of this Agreement shall mean the action aimed at conversion of money and other tangible assets acquired from illegitimate activities (terrorism, drug dealing, illegal arms trade, corruption, human trafficking and others) into the money or investments, origin of which seems legitimate.

6.2. In order to prevent laundering proceeds of crime (money laundering) the Company reserves the right to apply means of internal control and programs for its implementation, and render assistance for international organizations for terrorism financing management.

6.2.1. The Company documents and checks identification data of the Client, and keeps and traces detailed reports on all the transactions performed by the Client.

6.2.2. The Company keeps track of all and any operations of the Clients that may have signs of illegal activity aimed at laundering proceeds of crime, and all operations that were performed under unusual conditions.

6.2.3. The Company does not accept cash as a deposit and does not pay cash under any circumstances.

6.2.4. The Company may refuse processing of operation at any point in case it has sufficient grounds to believe that such operation is somehow related to illegal activities.

6.3. The Client acknowledges that the identification data and information specified by him/her during trading account opening can be used by the Company under the program of prevention of money laundering.

6.4. According to international legislation the Company is not obliged to inform the Client about the fact that the corresponding body is notified about the Client's suspicious activities.

6.5. The Client agrees that in case the Company has the reason to think that the trading account of the Client is used for money laundering, or that the owner of the account hides and provides misleading identification information and data, as well as in case there is a reason to believe that the transactions on the trading account of the Client have been performed with violation of the present Agreement, the Company reserves the right to suspend all operations on the Client's trading account in order to conduct all necessary checks (registration data check, identification of the Client, checking of history of non-trading operations and transferring of funds, etc.) until complete explanation of circumstances.

6.6. To comply with recommendations on anti-money laundering, during registration of a trading account by Client and any trading and non-trading transactions, Company has the right to require that submission by Client of two identity and registration proof documents. Moreover, the Company has the right to require Client to submit following documents:

- Photo ID (photo of the Client holding identification document);
- Photocopy of the front of the card used for account funding or that will be used for withdrawals;
- Bank statement clearly indicating the holder of bank card used for account funding or that will be used for withdrawals;
- Photo of the Client on the background of the opened account of electronic payment system; - Photocopy of any other identification document;
- Photocopy of utility bill issued within the last 3 months;
- Notarized copy of any document mentioned above, contact details of a public notary;
- Other required documents. Above-mentioned documents are provided in the form of an electronic copy either a notarized copy required by at the discretion of Company.

6.7. It is preferable to provide documents of international sample in English. If documents are provided not in English, the Company has the right to request translation. The documents should be translated in English, printed and signed by a professional translator and provided to the Company with copies of original documents.

6.8. The Client should provide documents requested by the Company within fifteen working days of receipt of the relevant request, as well as meet the following requirements:

- Photos must be of high quality, color, clear and focused;
- The document text must be easily legible, there should be no shadows and highlights that can complicate the information perception;
- The requested document on the image should be presented in full, including lamination corners or edges, as well as the back side (if it contains your data and not empty);
- Graphic editors cannot be used to correct and process images;

- Photo ID (your photo with an identity document you hold) clearly shows your face and it takes up at least 30% of the photo area;
- Proof of address (utilities bill, bank statement, etc.) must be no more than three months old. Photos taken before the request or sent not from the Client's e-mail may be rejected by the Company.

6.9. The Company has the right to suspend non-trading operations on the Client's account including withdrawal operations until the receipt of the documents requested for the purpose of Client identification.

6.10. In case of failure to submit the documents within the 15 calendar days from the moment of request, Company has the right to suspend all trading and non-trading transactions on the Client's account, unilaterally close all open positions at the current market prices and freeze all the assets on the trading account of the Client.

6.11. In case of failure to provide documents within 30 calendar days from the moment of request, this Agreement is considered terminated and the Company has the right to close opened trades of the Client at current market price, block access to the Client Area, block funds, cancel operations and trades on the accounts of the Client and archive account irreversibly.

6.12. The Client is responsible for the authenticity of the submitted documents (its copies) and recognizes the right of the Company, in the event of doubt as to their authenticity, contact the law enforcement authorities of the country of the document issuer to verify the authenticity of the documents. Upon detection of forgery fact or editing of the identification image in graphical editor this Agreement is considered terminated, and the Company reserves the right to attract the Client to account in accordance with the laws of the country of issuer. When the Agreement is terminated in accordance with this paragraph, the Company has the right to close opened positions of the Client at current market price, block access to the Client Area, block funds, cancel operations and trades on the Client's accounts and archive the accounts irreversibly.

7. Confidentiality

7.1. All information submitted by the Client when opening the account and in the course of further interrelations with the Company, as well as information about credentials, provided to the Client for operation, is completely confidential, unless in this Agreement and its Annexes indicated otherwise, and each Party is responsible for confidentiality and use of such information.

7.2. In the event of the Client making a claim against the Company via publicly available resources, the Company reserves the right to disclose obtained information about the Client to fully and objectively review the situation.

8. Responsibilities of the Parties

8.1. Responsibility of the Company:

8.1.1. In case of violation by the Company of terms hereunder due to circumstances the Company is responsible for which resulted in actual damage to the Client, the Client has the right to claim indemnification of actual damage.

8.1.2. The Company does not recompense short-received profit of the Client including the cases, when the Client had an intention to perform some action but did not perform it due to some reason. The Company does not indemnify any indirect losses and moral damage.

8.2. Responsibility of the Client.

8.2.1. The Client assumes total responsibility for all the actions performed by the Client in accordance with the present Agreement.

8.2.2. The Client shall bear sole responsibility for any actions resulting from the use of access codes of Client's trading account.

8.2.3. In case of violation by the Client of the terms hereunder, responsibility for which is not provided herein, as well as in case of any damage made by the Client to the Company, the Company has the right to write off without further authorization from the Client's account the amount of money sufficient for indemnification of the damage made, demand lacking money to be credited by the Client to his/her account for indemnification of the damage.

8.2.4. The request of the Company for the crediting of lacking money for full indemnification of damage shall be satisfied by the Client within 10 (ten) working days.

8.3. Violation of the provisions of the present Agreement by the Client committed within validity term of the Agreement shall be accepted by the Company for settlement irrespective of the prescription of its commitment, and for that reason the Company has the right to make claims to the Client within any timeframe.

8.4. The Client accepts and agrees to bear the full risk associated with the termination or suspension of any of electronic payment systems used by the Client. In such cases, the Company has the right to block the withdrawal of funds from the Client's trading account, to the extent in which this payment system was used to deposit funds within the last six months. The time of blocking of funds is limited to six months or terminates automatically after the resuming of work of the electronic payment system.

8.5. The Parties assume responsibilities in accordance with the present Agreement and other applicable regulation for failure to fulfill and/or for default in performance of the obligation under this Agreement.

9. Force-Majeure

9.1. The Parties shall not be held liable for failure to fulfill and/or for default in performance of the terms and conditions hereunder if such failure and/or default resulted from force-majeure circumstances; that is, such circumstances that the Parties were not able to reasonably prevent or foresee. Such circumstances include, but not limited to: earthquakes, floods, tsunamis, other acts of God, industrial disasters, epidemics and epizootics, terrorist acts, riots, acts and actions of governmental authorities, embargoes, wars and military conflicts, or other circumstances occurring against the will of the Parties and usually referred to as force-majeure.

9.2. Circumstances that eliminate liability (force-majeure circumstances), in accordance with this Agreement, also include illegal actions against the Company, its employees and/or property, including hacker attacks and other illegitimate actions in regards to Company's servers.

9.3. In accordance with the present Agreement force-majeure circumstances also include suspending of operation, liquidation or shutting down of some market, or absence of some event, on which the Company bases quotes, or implementation of limitations or special and unusual trading conditions in any market or in respect to any such event.

9.4. In case of occurrence of circumstances eliminating liabilities (force-majeure) the Company has the right to perform any or several following actions without prior notification of the Client:

- a. Increase marginal requirement;
- b. Close any or all open positions of the Client at the price that the Company shall reasonably consider fair;
- c. Suspend and/or change implementation of one and/or several provisions of the present Agreement and Appendixes hereto for the period of such force-majeure;
- d. Perform any other actions (or abstain from performance of any actions) in regards to the Company, Client and other clients, the Company considers it to be reasonable under such circumstances.

9.5. The Party, for which failure to fulfill or default in performance of the terms hereunder was caused by force-majeure circumstances, shall inform the other Party about such circumstances within thirty calendar days from the date of the occurrence thereof.

9.6. The Party that fails to inform the contractor about the occurrence of such force-majeure circumstances does not have the right to refer to such circumstances as force-majeure.

10. Procedure of Dispute Settlement

10.1. Possible disputes and contradictions that arise from the execution of the present Agreement subject to settlement through the negotiations between the Parties.

10.2. In case of any dispute the Client who considers his/her interests to be violated, shall submit a claim to the Company.

10.3. Deadline for a claim:

10.3.1. The claim, submission of which is based on the relation of the Parties in regards to performance of trading transactions in exchange markets, shall be submitted by the Client within three working days from the date of appearance of ground for submission of such claim.

10.3.2. The claim, submission of which is connected with performance of non-trading operations and other reasons, shall be submitted by the Client within 5 (five) working days from the date of occurrence of the grounds for submission of such claim.

10.3.3. Failure to submit a claim by the Client within specified timeframe shall be deemed confirmation of the Client's agreement with Company's actions and absence of any disputes and controversies.

10.4. A claim submitted by the Client with violation of stated period shall not be considered by the Company.

10.5. The claim shall be executed by the Client in the form of e-mail and/or via ticket system in the personal account, and sent to the official electronic addresses published on the official website of the Company. Claims submitted in other form (at public Internet resources, by phone, by fax or in any other way), shall not be considered.

10.6. The claim must have following content:

- a. Name and last name of the Client;
- b. Login for trading platform;
- c. Description of dispute.

10.7. The claim submitted on the ground of trading transactions in exchange markets shall include the following:

- a. Date and time of occurrence of dispute (trading platform time is used);
- b. Ticket (number) of disputable position or pending order;
- c. Regulatory document name and number of paragraphs that was violated by the Company according to the Client's opinion;
- d. What actions the Company shall take to satisfy the claim according to the Client's opinion.

10.8. The claim shall not contain:

- a. Emotional evaluation of the dispute;
- b. Abusive statements in regards to the Company and/or its employees;
- c. Swear words.

10.9. The Company has the right to decline a claim of the Client in case of failure to comply with the terms of execution and sending of such claim set forth in Procedure of dispute resolution section of this Agreement, and if the order under question was performed at the expense of the Company or profit mainly generated with the help of the Company's funds.

10.10. The Company considers a claim and makes a decision regarding disputable situation within the shortest possible timeframe. In case of availability of all data required for claim consideration term of its consideration shall be:

10.10.1. for the claims based on the trading transactions in exchange markets – ten working days from the receipt.

10.10.2. for the claims regarding other issues – twenty calendar days from the date of receipt.

10.11. In case if the Company has to request additional data and/or documents from the Client for the purpose of consideration of a claim, the beginning date of claim consideration shall be the date of receipt of all requested data and/or documents by the Company from the Client.

10.12. Log file of the server shall be the main source of information during settlement of disputes regarding trading transactions of the Client in exchange markets. Information contained in log file of server supersedes any other arguments during settlement of dispute, including information contained in the log file of client terminal.

10.13. In case the claim is considered to be reasonable settlement shall be performed in the form of compensatory payment credited to the Client's trading account. The Company does not indemnify short-received profit of the Client including the cases, when the Client intended to take some action, but failed to do so due to some reason. The Company does not indemnify any indirect losses and moral damage.

10.14. In case of making a decision in favor of the Client on the disputable situation the Company shall credit compensatory payment to the trading account of the Client within one working day.

10.15. Peculiarities, specific conditions and possible ways of settlement of disputes regarding trading transactions performed by the Client are described in more details in respective sections of Regulations for performance of trading transactions, which is the Appendix to the present Agreement.

10.16. In case any dispute occurs that is not described herein and in appendixes hereto final decision on such claim shall be made by the Company based on common market practice, internal policy of the Company and Company's vision of fair settlement of dispute. The Company can also use quotes from any other market maker for the comparative analysis of the quotes.

10.17. In case of failure to come to an agreement in the course of negotiations and/or disagreement of the Client with the decision made by the Company, the disputes subject to submission for consideration in the court of competent jurisdiction in accordance with the established provision of law.

11. Applicable Law and Jurisdiction

11.1. The present Agreement is executed and applied in accordance with legal regulations of the Company's country of incorporation. In case of any issues that are not provided for in this Agreement the Parties shall be guided by the applicable legal regulations of Company's country of incorporation.

11.2. All disputes and controversies that cannot be settled through the negotiations between the Parties subject to submission to the court of competent jurisdiction of Company's country of incorporation.

11.3. The Parties agree:

- a. That courts of Company's country of incorporation have the right of exclusive jurisdiction concerning the present Agreements;
- b. That they refuse any protests regarding dispute settlement resulting from the present Agreement in the courts of Company's country of incorporation;
- c. Never to make claims grounded by the fact that such settlements are inconvenient in regards to their location or that they do not have legal force in regards to any Party.

12. Amendment and Termination of the Agreement

12.1. The present Agreement between the Company and the Client becomes effective from the date of opening Personal Area by the Client in the Company and shall remain effective within the uncertain term.

12.2. The Company has the right to unilaterally change and add this Agreement with the necessary notification of the Client about it. Any changes and additions hereto shall become effective on the following calendar day after notification the Client about it, unless otherwise is set forth within the content of such changes and additions or within the content of the notice thereof. Conduction of any trade or non-trading operation by the Client means unconditional acceptance of this Agreement by the Client.

12.3. Each Party has the right to refuse unilaterally performance of the present Agreement with the notification of other Party not less than fifteen calendar days prior to the supposed date.

12.4. In case of breach by the Client of terms of the present Agreement, and in cases set forth by legislation rules, the Company has the right to immediately and unilaterally terminate this Agreement. In this case, if the Client has some open positions at the moment of termination of the Agreement, the Company has the right to close such positions at current market price. Company shall recover the funds remaining on Client's account to Client or his/her duly authorized representative, but these funds shall not exceed net receipt of funds (the amount of all deposit with deduction of all withdrawals) on accounts of Client. Upon that, Company shall debit remains of funds on Client's account and won't recover these funds further.

12.5. The Client agrees that the Company has the right at its own discretion to suspend or deny fully or partially Client's access to Company's services with further notification of the Client about it. In this case effect of this Agreement shall be deemed suspended or it shall be deemed terminated from the moment of such suspending and/or cessation of service rendering for the Client.

12.6. The Company has the right without Client's consent to transfer rights and obligations hereunder and under appendixes hereto fully or partially to a third party provided that such legal successor agrees with the terms and conditions of this Agreement and appendixes hereto. The Client shall be notified by the Company in writing about such transfer of rights and obligations not less than fifteen calendar days before such transfer.

12.7. In case of cessation by the Company of performance regulated by this Agreement the Company shall inform the Client about such cessation not later than one month before. All money on the trading account of the Client shall be returned to him/her after closing of all open positions.

12.8. In case of Client's death (an individual) the right to request money withdrawal from the trading account of the Client shall transfer to the successors of corresponding priority or heir by will. In this case the right to use trading account of the Client and the right to perform trading transactions in exchange markets is not inherited.

12.9. Cessation of the present Agreement does not cancel obligations of the Parties before each other that occurred earlier out of this Agreement including any obligations regarding open positions, transactions for withdrawal/crediting of money to the trading account of the Client.

12.10. In the event that any provisions of this Agreement shall be determined null and void by a court of competent jurisdiction, this provision is to be regarded as an independent part of this Agreement, and will not affect legal effect of other parts of this Agreement.

13. Appendixes and Information about the Company

13.1. The addendum listed below shall be the integral part of the present Agreement:

- a. Addendum No.1 – Terms and definitions
- b. Addendum No.2 – Risk disclosure statement
- c. Addendum No.3 – Bonus policy
- d. Addendum No.4 – Fraud warning
- e. Addendum No.5 – Privacy policy

13.2. Information published on the official website of the Company shall also be the integral part of this Agreement.

14. Transaction Request Thresholds in Customer Contract

14.1. If the number of requests sent by the customer to the server exceeds 1,000 transactions within a 300-second timeframe, the trading account will automatically switch to "read-only" mode.

- a. In the event that the aggregate quantity of transaction requests surpasses 225 positions within a span of 5 minutes during the trading session, this provision of the customer contract shall become applicable.

14.2. If the number of requests sent by the customer to the server exceeds 10,000 transactions within a 3,600-second timeframe, in that case, the trading account will be blocked.

- a. Moreover, should the cumulative quantity of transaction requests exceed 2700 positions within a duration of one hour during the trading session, this clause of the customer contract shall likewise come into effect.

15. Use of Robots with API Integrations and Connectivity

15.1. Acceptance of Policy Regarding Unacceptable Trading Practices

Client acknowledges and agrees to abide by the Brokerage's policy regarding unacceptable trading practices, including but not limited to actions against side markets of feed price and high-frequency trading ("Unacceptable Practices"). Client understands that engaging in Unacceptable Practices is strictly prohibited and may result in termination of their account with the Brokerage.

15.2. Documentation and Reason of Trade

In accordance with the Brokerage's policy, Clients utilizing Robots for trading purposes are required to provide additional documentation and reasons for trades executed through API integrations and connectivity. Client agrees to furnish all necessary documentation and explanations as requested by the Brokerage to justify trades made through Robots.

15.3. Termination of Account

The Brokerage reserves the right to terminate Client's account without prior notice in the event of:

- a. Engaging in Unacceptable Practices as outlined in Section 1 of this Agreement.
- b. Failure to provide requested documentation and reasons for trades as outlined in Section 2 of this Agreement.
- c. Any violation of the terms and conditions of this Agreement or the Brokerage's policies and regulations.

15.4. Acceptance

Client acknowledges that they have read, understood, and agreed to the terms and conditions set forth in this Agreement, including the policies regarding Unacceptable Practices and documentation requirements for trades made through Robots.

15.5. Investigation, Anti-Toxic Volume Measures, and Termination Clause

- a. Should the client-customer engage in trading activities that result in profitable outcomes through the aforementioned methods, the entirety of funds held within the account, excluding the initial deposits, shall be subject to investigation and anti-toxic volume scrutiny. During this investigative phase, the client-customer shall be prohibited from withdrawing any profits derived from such trading activities. Furthermore, these additional funds shall remain non-withdrawable until the completion of the investigation and confirmation of compliance with anti-toxic volume regulations.
- b. This clause is enacted to safeguard the integrity of trading operations and to mitigate the potential financial risks associated with toxic volume trading practices. The brokerage shall uphold its duty to ensure fair and transparent trading conditions for all clients, while also maintaining regulatory compliance and protecting its financial interests.
- c. By engaging in trading activities with the brokerage, the client-customer hereby acknowledges and agrees to abide by the terms outlined in this clause, and any breach thereof may result in immediate account termination and corrective actions as deemed necessary by the brokerage's legal department.
- d. In the event that the trader (herein referred to as "client-customer") engages in trading activities and executes positions using toxic volume via API connectivity facilitated by expert readers, resulting in detrimental financial outcomes for the brokerage, the brokerage reserves the right to terminate the client's account. Upon such termination, the brokerage shall correct the account balance to reflect only the initial deposits made by the trader. This correction shall be executed promptly and without prejudice, pending further investigation and verification by the legal department.

16. Hedging Policy: Guidelines and Prohibitions

In adherence to the Otet Group Ltd Client Agreement, our hedging policy is established to provide clear directives and prohibitions regarding hedging activities within our trading environment. Hedging, the practice of maintaining both long and short positions on the same financial instrument concurrently, is permitted as a trading strategy for clients. This approach offers investors flexibility in managing their investment portfolios and mitigating market risks effectively. However, it is imperative for clients to

recognize that hedging with the intent of exploiting price discrepancies or engaging in spread arbitrage is strictly forbidden within our trading ecosystem. Any attempt to do so undermines market integrity and may lead to the immediate closure of the client's account.

Moreover, clients are explicitly advised against participating in hedging activities across multiple Otet Group Ltd accounts or with other similar evaluation firms. Group hedging, the practice of executing opposing trades on the same asset across multiple accounts simultaneously, is expressly prohibited within our trading environment. While this tactic may seek to capitalize on price fluctuations while minimizing market risk, it conflicts with our commitment to fair and transparent trading practices. Therefore, clients are urged to comply with these guidelines to uphold a level playing field for all participants and preserve the integrity of our trading ecosystem.

In accordance with the Otet Group Ltd Client Agreement, adherence to the established hedging policy is essential for maintaining a fair and transparent trading environment. Any violations of these guidelines will be subject to stringent disciplinary actions, including the potential closure of the client's account. We encourage all clients to familiarize themselves with our hedging policy and adhere to its provisions to ensure compliance with regulatory standards and uphold the integrity of our trading platform.

17. Prohibition of Latency Trading in Otet Group Ltd Client Agreement

The Otet Group Ltd Client Agreement unequivocally prohibits latency trading, an act that exploits delays in trade execution to gain unfair advantages in the market. Recognizing that such practices undermine the fundamental principles of fair and transparent trading, Otet Group Ltd strictly prohibits any activities associated with latency trading within its trading environment. This includes trading on delayed charts and the utilization of delayed data feeds, which provide traders with an unfair advantage over others. By engaging in latency trading, traders create artificial buying or selling pressure, distorting market prices and disrupting the natural balance of supply and demand.

Otet Group Ltd is steadfast in its commitment to maintaining a level playing field for all traders and upholding the integrity of financial markets. Any violation of the prohibition on latency trading outlined in the Client Agreement will be met with stringent disciplinary measures. These measures may include account termination and legal action to ensure compliance and preserve market fairness. Through these actions, Otet Group Ltd reaffirms its dedication to transparency, fairness, and trustworthiness in the financial markets.

Furthermore, Otet Group Ltd continually monitors trading activities to detect and prevent any attempts at latency trading, market abuse, market manipulation, use of insider information fraud, criminal activities or other illegal activities or other unfair practices, as well as use the same IP address for different trading accounts. Our dedicated team of compliance professionals employs advanced monitoring tools, controls and surveillance techniques to ensure that all trading activities adhere to the highest standards of integrity and compliance. Additionally, we provide ongoing education and training to our clients to raise awareness about the risks associated with latency trading and the importance of ethical trading practices. By fostering a culture of compliance and ethical conduct, Otet Group Ltd aims to promote a fair and transparent trading environment where all participants can trade with confidence and trust in the integrity of the market.

18. Bonus Abuse and Prohibited Trading Practices

Any joint trades on a single symbol or multiple symbols, whether executed in the same direction or in opposite directions, by a single user or multiple users, whether a bonus is involved or not, will be considered a violation of the identification conditions. Such trades, even if executed with a time difference, may be recognized as coordinated activity. The broker reserves the right to take corrective actions, including but not limited to the removal of bonus credits, profits earned, and restriction of related trading privileges.

The identification of user behavior and determination of violations must be conducted by the broker. This means that the broker, based on its evidence and analysis of customer behavior, will determine whether the user has engaged in such activities, including cases involving the use of multiple identity verifications.

By participating in the bonus program, the client acknowledges and agrees to all terms and conditions related to the bonus, as outlined in the Bonus Terms and Conditions Document with the document number: Otet-Bonus VD 10025-69.

19. General Trading Rules of Otet Group Ltd

These rules govern the relationship between Otet Group Ltd as a broker and its users as recipients of trading services, ensuring compliance with the regulations set forth by our licensing authorities. To maintain integrity and adherence to regulatory standards, Otet Group Ltd strictly prohibits any actions that fall into the following categories:

Violations of Licensing Regulations – Any procedures or activities that breach the regulatory requirements set by our licensing authorities.

Violations of Financial Market Rules – Any actions that contradict financial market laws, policies, or ethical trading practices.

Abuse of Broker Services – Any attempts to exploit the broker through technical manipulation or coordinated group transactions aimed at unfair advantages.

Otet Group Ltd reserves the right to take appropriate action in response to any violation of these rules, including but not limited to account restrictions, termination, or the withdrawal of profits obtained through unfair or non-compliant trading activities. In such cases, the withdrawal of any profits generated through unfair or non-compliant trading will not be allowed.

20. Specific Rules for Incentive Plans

All users participating in Otet Group Ltd's incentive plans must comply with both the general trading rules and the specific terms of each plan.

Key Conditions:

Plan-Specific Requirements & Restrictions – Each incentive plan may include certain eligibility criteria, restrictions, or obligations that must be followed during its activation period.

Binding Acceptance – By participating in a plan, the user automatically agrees to all terms and conditions outlined in that specific plan.

Broker's Authority – Otet Group Ltd has sole discretion over the implementation, interpretation, and enforcement of the plan's terms.

Failure to comply with these rules may result in termination of participation in the incentive plan or additional corrective actions.

21. Enhanced AML, Source of Funds, and Large Transaction Review

21.1. The Company reserves the right, at its sole discretion and at any time, to conduct enhanced due diligence reviews in accordance with applicable Anti-Money Laundering (AML), Counter-Terrorist Financing (CTF), Know Your Customer (KYC), Source of Funds (SOF), Source of Wealth (SOW), sanctions screening, fraud prevention, and other regulatory or compliance requirements.

21.2. Any single deposit, withdrawal, transfer, or any series of related transactions, including cumulative transaction activity equal to or exceeding USD 10,000 (or equivalent in any other currency) within any rolling thirty (30) calendar day period, may be subject to enhanced compliance review and verification procedures.

21.3. The Company may request, at any time, additional information and supporting documentation including, but not limited to, bank statements, proof of source of funds, proof of source of wealth, tax records, contracts, invoices, beneficial ownership information, banking confirmations, and any other documentation deemed necessary by the Company, its liquidity providers, correspondent banks, payment service providers, compliance partners, or regulatory authorities.

21.4. The Client agrees to provide all requested information and documentation within the timeframe specified by the Company.

21.5. Until the requested information and documentation have been received, reviewed, verified, and approved, the Company reserves the right to delay, suspend, reject, restrict, place on hold, reverse, or otherwise refuse any deposit, withdrawal, transfer, or account activity without prior notice.

21.6. The Client acknowledges and accepts that transaction processing times may be extended beyond standard processing periods due to compliance reviews, banking procedures, correspondent banking requirements, liquidity provider reviews, sanctions screening, fraud prevention measures, regulatory requests, or other investigations conducted by financial institutions or competent authorities.

21.7. The Company shall not be liable for any delay, restriction, suspension, rejection, cancellation, or other action affecting a transaction where such action results from compliance obligations, regulatory requirements, banking reviews, liquidity provider requirements, fraud prevention procedures, sanctions screening, or requests made by competent authorities.

21.8. Failure by the Client to provide the requested documentation or information may result in the suspension of withdrawals, restriction of account functionality, temporary freezing of funds, account suspension, account termination, or any other action deemed necessary by the Company in order to comply with its legal and regulatory obligations.

22. Trading Abuse, Fair Trading and Compliance

22.1. The Client acknowledges, understands, and agrees that the Company provides its services exclusively on the basis of fair, lawful, and legitimate market participation.

22.2. The Client shall not engage in any trading activity that constitutes, or may reasonably be considered to constitute, Trading Abuse.

22.3. For the purposes of this Agreement, Trading Abuse includes, without limitation, any trading activity, strategy, conduct, transaction pattern, or practice intended to obtain an unfair, artificial, manipulative, abusive, unintended, or unauthorized trading advantage, including but not limited to:

22.3.1. Exploiting high-impact news events, abnormal market conditions, price gaps, execution delays, latency differences, quotation errors, temporary market dislocations, or similar market anomalies.

22.3.2. Grid Trading, abusive Hedging, Lock Positions, Mirrored Trading, Coordinated Trading, Copy Trading Abuse, or any similar trading structure intended to circumvent normal market risk, execution principles, pricing mechanisms, liquidity arrangements, or margin requirements.

22.3.3. Exploiting software vulnerabilities, technical errors, platform malfunctions, pricing inconsistencies, execution deficiencies, quote delays, latency, arbitrage opportunities arising from technical failures, or any unintended feature of the Company's trading environment.

22.3.4. Fraud, market manipulation, collusion, bonus abuse, rebate abuse, payment abuse, account sharing, multi-account abuse, device sharing, IP-related abuse, or any conduct intended to circumvent the Company's Risk Management, Compliance, Anti-Money Laundering (AML), or Fraud Prevention procedures.

22.4. Where the Company reasonably determines that the Client has engaged in Trading Abuse or otherwise breached this Agreement, the Company may, without prior notice and at its sole discretion, take one or more of the following actions:

22.4.1. Reject, suspend, delay, or cancel any withdrawal request.

22.4.2. Suspend, restrict, or permanently terminate any trading account.

22.4.3. Require additional Know Your Customer (KYC), Anti-Money Laundering (AML), Enhanced Due Diligence (EDD), Source of Funds (SOF), Source of Wealth (SOW), or any other verification required by the Company.

22.4.4. Void, cancel, reverse, deduct, confiscate, permanently remove, or otherwise adjust any trade, transaction, profit, gain, bonus, rebate, commission, promotional credit, account balance adjustment, or any other financial benefit resulting directly or indirectly from Trading Abuse.

22.4.5. Reject, suspend, or delay any payment, withdrawal, transfer, rebate, affiliate payment, or Introducing Broker (IB) commission.

22.4.6. Permanently terminate the business relationship with the Client.

22.4.7. Report the matter to any competent regulatory authority, governmental authority, Financial Intelligence Unit (FIU), law enforcement authority, court, or any other competent authority where required or permitted by applicable law.

22.5. The Client expressly acknowledges and agrees that any profit, gain, bonus, rebate, commission, credit, account balance increase, or other financial benefit derived directly or indirectly from Trading Abuse shall not be considered legally earned profit and shall not be eligible for withdrawal, payment, transfer, or any other financial benefit.

22.6. The Client further agrees that the Company shall have the right to recover, reclaim, offset, deduct, or demand repayment of any amount previously credited, transferred, paid, or withdrawn where such amount is subsequently determined by the Company to have resulted directly or indirectly from Trading Abuse.

22.7. The Client agrees that the Company may rely upon trading records, order history, deal history, server logs, journal logs, MetaTrader records, MetaQuotes identifiers, device identifiers, IP addresses, VPS information, latency measurements, ping records, liquidity provider records, pricing records, execution reports, communication records, payment records, blockchain analysis, account relationship analysis, KYC information, AML investigations, and any other technical, financial, operational, or compliance evidence reasonably available to the Company when making any determination under this Clause.

23. Amendment Part of the Otet Markets Client Agreement and Terms & Conditions

Amendment to Clause 14.3 · New Clauses 23 to 28 — Prohibited Trading Practices · Account, Transfer & Withdrawal Review · Risk-Management Measures · Account Monitoring · Order Execution · Promotional Credit Administration

This amendment forms an integral part of the Otet Markets Client Agreement and Terms & Conditions. It amends clause 14.3 as set out in Part 1, and inserts new clauses 23 to 28 following clause 22 (Trading Abuse, Fair Trading and Compliance) as set out in Part 2. By continuing to hold an account, transferring funds, or placing any order after the effective date, the Client agrees to be bound by the provisions below. Capitalised terms have the meaning given in the Terms and Definitions document, except where defined in this amendment.

Part 1 — Amendment to Clause 14.3 (Obligations of the Client)

1.1. In clause 14.3 of the Client Agreement, the following provision is deleted in its entirety:

"in the event there is a negative balance on his trading account, Client is entitled to depositing his own funds to bring account to zero within 10 (ten) calendar days on Company's requirement."

1.2. and is replaced with the following:

"in the event there is a negative balance on the Client's trading account, the Client **shall**, on the Company's requirement, deposit sufficient funds to restore the account balance to zero within 10 (ten) calendar days of that requirement. This obligation applies irrespective of the cause of the negative balance, save where the negative balance arises from a manifest error, technical failure, or incorrect calculation attributable to the Company."

1.3. The remaining provisions of clause 14.3 are unaffected by this Part 1.

1.4. For the avoidance of doubt, the obligation in clause 14.3 as amended is an obligation of the Client, and is not a discretion, option, or entitlement exercisable at the Client's election. Where the account forms part of a coordinated chain, clause 23.6.3 applies to that obligation.

Part 2 — New Clauses 23 to 28

2.1. The following clauses 23 to 28 are inserted into the Client Agreement immediately after clause 22.

23. Prohibited Trading Practices

23.1. The Company provides its services exclusively for genuine, good-faith trading. The Client shall not use any trading strategy, technique, or account structure whose profitability derives primarily from the exploitation of the Company's pricing, execution, promotions, funding mechanics, or infrastructure rather than from genuine market risk-taking.

23.2. Without limiting the generality of clause 23.1, the following are expressly prohibited:

23.2.1 Exploitation of High-Impact News Events

Trading strategies designed to systematically exploit price gaps, spread widening, execution latency, or liquidity conditions arising immediately before, during, or after the release of scheduled high-impact economic news or unscheduled market-moving announcements, where the strategy's profitability depends on execution conditions rather than directional market risk. The Company may designate news-event windows during which orders are subject to enhanced review or modified execution conditions under clause 25.

23.2.2 Abusive Hedged and Grid Structures

Position structures — within a single account, across multiple accounts held or controlled by the same person or acting-in-concert persons, or across accounts held at other brokers — that are designed to eliminate genuine market exposure while extracting profit from the Company. This includes, without limitation: (i) simultaneous or near-simultaneous opposite positions in the same or highly correlated instruments; (ii) grid or averaging structures operated without genuine risk controls with the purpose of exploiting stop-out mechanics, negative balance outcomes, or promotional credit; and (iii) coordinated opposite positioning between accounts identified as related by registration data, device, network, or funding source.

23.2.3 Latency and Off-Market Pricing Arbitrage

Strategies exploiting delayed, stale, or erroneous quotations, connectivity or latency advantages, or price discrepancies between the Company's feed and other pricing sources, including high-frequency round-trip trades whose systematic profitability depends on quote latency rather than market movement.

23.2.4 Manipulation of Margin, Leverage, and Account Funding

Use of deposits, withdrawals, internal transfers, or credit facilities in a manner designed to manipulate margin requirements, exploit leverage tiers, or structure account equity so that losses are borne by the Company while profits accrue to the Client — including rapid deposit-withdrawal cycling, funding patterns inconsistent with genuine trading purposes, and the use of internal transfers to move value generated by prohibited activity beyond the reach of review.

23.2.5 Abuse of Stop-Out and Negative Balance Mechanics

Any strategy or account structure that relies on account stop-out, or on the occurrence of a negative account balance, as a source of value rather than as a consequence of genuine market risk. This includes, without limitation: (i) deliberately allowing one account to be stopped out into a negative balance while a related or coordinated account holds the opposite, profitable position; and (ii) structuring positions or funding across one or more accounts so that adverse outcomes accrue to an account carrying a negative balance while favourable outcomes are retained by the Client on another account.

Nothing in this clause limits the Client's obligations under clause 14.2, or under clause 14.3 as amended by Part 1 of this amendment, including the Client's obligation to restore a negative account balance to zero on the Company's requirement. No provision of this amendment creates any entitlement to negative balance protection, or waives, reduces, or otherwise varies that obligation.

23.2.6 Misuse of Bonuses and Promotional Credit

Use of any bonus, credit, rebate, or promotional benefit outside its intended purpose, including: trading primarily against promotional credit rather than the Client's own funds in order to extract risk-free profit; withdrawing funds in a manner designed to defeat bonus conditions; coordinating bonus usage across related accounts; and any conduct that converts a non-withdrawable credit into withdrawable funds otherwise than through genuine trading. Volume, rebate, or commission farming through wash trading or minimal-risk trade cycling is likewise prohibited.

23.2.7 Platform and Order-Traffic Abuse

Any use of the trading platform, application programming interfaces, or automated systems (including Expert Advisors) that places an excessive or abnormal load on the Company's infrastructure or is designed to influence execution or pricing through order traffic rather than genuine trading intent. This includes, without limitation: sustained high-frequency order placement, modification, or cancellation beyond normal trading behaviour; and quote-stuffing or similar techniques.

23.2.8 Copy, Correlated, and Coordinated Group Trading

Replication of a single trading strategy across multiple accounts otherwise than through a money-management or copy-trading program authorised by the Company; and coordinated trading among two or more accounts or persons — whether or not linked by registration data — where the pattern of entries, exits, direction, sizing, or timing indicates a common controller or acting-in-concert arrangement intended to multiply payouts or to implement any practice prohibited by this clause 23. Substantial statistical correlation of trade sequences across accounts may be relied upon by the Company as evidence of coordination.

23.2.9 Related and Coordinated Accounts

Operating, controlling, or coordinating multiple accounts (directly or through nominees) to implement any practice prohibited by this clause 23. Accounts may be treated as related on the basis of, among other things, KYC data, funding sources, device and client-terminal identifiers, IP addresses or network patterns, connection characteristics, and correlated trading behaviour.

23.3 Consequences of Breach

Where the Company determines, acting reasonably and on the basis of its records, that Client activity falls within this clause 23, the Company may, with or without prior notice:

- 23.3.1. place the account under review and suspend, hold, or reverse any pending internal transfer or withdrawal request, in whole or in part;
- 23.3.2. cancel or deduct profits, rebates, commissions, or bonuses attributable to the prohibited activity;
- 23.3.3. void trades executed under prohibited conditions and correct account balances accordingly;
- 23.3.4. restrict leverage, instruments, order traffic, or execution conditions on the affected account(s);
- 23.3.5. suspend or close the account(s) and terminate the Client Agreement;
- 23.3.6. apply the above to any account determined to be related or coordinated under clauses 23.2.8 and 23.2.9.

23.4 Limitations on Deduction

Any deduction under clause 23.3 is limited to profit, rebates, commissions, or credit attributable to the prohibited activity and shall not exceed the net profit so generated, quantified in accordance with clause 23.6 where the account forms part of a coordinated chain. The Client's deposited principal, net of any deductions properly made under clause 23.3, remains withdrawable.

The limitation in this clause applies to the deduction of profit, rebates, commissions, and credit only. It does not limit, and shall not be construed as limiting, the Company's right to recover a negative account balance, or any other amount owed to the Company, under clause 14.2, clause 14.3 as amended by Part 1, or clause 22.6.

The Company's determination is final at the operational level, subject to the review and complaints procedure in clause 24.6.

23.5 Relationship with Clause 22

This clause 23 supplements clause 22 (Trading Abuse, Fair Trading and Compliance) and is to be read together with it. Where the Company makes a determination under clause 22 or this clause 23 in respect of conduct of a kind described in clause 23.2, the limitations in clause 23.4 apply to that determination and to any action taken under clause 22.4 or 22.6 in consequence of it.

23.6 Coordinated Chains

Where two or more accounts are determined to be related or coordinated under clause 23.2.8 or 23.2.9 (a "chain"), the Company may:

- 23.6.1. quantify the net profit referred to in clause 23.4 on an aggregate basis across all accounts comprising the chain, rather than separately for each account;
- 23.6.2. set off any credit balance, pending withdrawal, or pending internal transfer on any account in the chain against any negative balance, deduction, or other amount recoverable in respect of any other account in the chain; and
- 23.6.3. treat each person who controls, operates, or derives benefit from the chain as jointly and severally liable for the aggregate amount recoverable under clause 23.3, clause 22.6, clause 14.2, and clause 14.3 as amended by Part 1.

For the purposes of clause 23.6.3, a person derives benefit from a chain where funds, credit, or value generated by the chain have been transferred to, withdrawn by, or applied for the benefit of that person, whether directly or through a nominee.

Nothing in this clause requires the Company to pursue recovery against every account or person in a chain, and the Company's election to pursue recovery against one account or person does not waive, release, or otherwise affect its rights against any other.

24. Account, Transfer & Withdrawal Review

24.1 Continuous Monitoring and Pre-emptive Measures

The Company operates ongoing, automated and manual monitoring of accounts for the practices described in clause 23, independently of whether a transfer or withdrawal has been requested. Where monitoring indicates that an account may be engaged in prohibited activity, the Company may pre-emptively restrict internal transfers and withdrawals on that account, and on any related account, pending review. Accounts trading in a manner consistent with the Client Agreement are unaffected and continue to transfer and withdraw normally.

24.2 Review of Internal Transfers (Trading Account to Wallet)

The Client acknowledges that a transfer of funds from a trading account to the Client's wallet or to any other account is subject to the same compliance and risk review as a withdrawal. The Company may hold or decline such a transfer where the funds include, or may include, profit attributable to activity prohibited under clause 23. The Client agrees that value generated by prohibited activity may be retained on the trading account and adjusted at source before any onward transfer.

24.3 Withdrawal Pre-Processing Review

All withdrawal requests are subject to a compliance and risk review before processing. The review may include, without limitation: verification of identity and payment-method ownership; review of trading activity for conduct described in clause 23; reconciliation of bonuses and promotional credit; assessment of related-account and coordination indicators; and review of connection and platform-usage records. The Company may request additional information or documentation from the Client for this purpose.

24.4 Processing Times

Standard transfer and withdrawal requests are reviewed within a reasonable period from submission. Where a request is escalated for enhanced review, processing may be extended for the period reasonably required to complete the review, and the Client will be notified that the request is under review.

24.5 Outcomes

Outcome	Effect
Approved	The transfer or withdrawal is processed normally.
Approved with adjustment	The request is processed after deduction of amounts referred to in clause 23.3 (e.g. profits attributable to prohibited activity, unearned bonus amounts), subject to the limitations in clause 23.4. The basis of the adjustment is communicated to the Client in writing.
Declined	The request is declined and the Client is notified in writing of the decision and of the applicable Client Agreement provisions.

24.6 Review and Complaints Procedure

A Client who wishes to contest a decision made under clause 23 or this clause 24 may do so by responding in writing to the notification received. The Company will acknowledge the enquiry, register it, and provide a substantive written response within a reasonable period, ordinarily within five (5) business days and, for matters involving multiple accounts or extended trading periods, within ten (10) business days. A Client who does not accept the outcome may request a final internal review by the Company's Risk & Compliance function. On request, the Company will provide the Client with the Client's own account records relied upon and the specific provisions of the Client Agreement applied. This procedure does not limit any right the Client may have under applicable law or under the Company's complaints procedure.

25. Risk-Management Measures the Company May Apply

25.1. To protect the integrity of its platform and to manage risk arising from the practices described in clause 23, the Company may, at its reasonable discretion and on a non-discriminatory basis, apply operational measures to accounts or instruments, including, without limitation:

- 25.1.1. reducing available leverage ahead of weekends, market closures, or scheduled events carrying elevated gap risk;
- 25.1.2. applying modified margin requirements or execution conditions during designated high-impact news windows;
- 25.1.3. limiting order-submission rates or automated order traffic that places abnormal load on the platform;
- 25.1.4. restricting or adjusting trading conditions on accounts under review under clause 24.

25.2. Such measures are risk-management controls applicable to trading conditions and do not, by themselves, constitute a determination of breach under clause 23.

26. Account Monitoring and Data Use

26.1. In addition to website monitoring, the Client acknowledges and agrees that the Company records and analyses, for compliance, security, fraud-prevention, and risk-management purposes: trading server logs, including order and execution timestamps; login records including IP address, device and client-terminal identifiers; network telemetry including connection latency; funding and balance operations; and promotional credit usage. This data may be used to identify prohibited practices under clause 23, to establish relationships and coordination between accounts, and to support decisions under clause 24. This clause is to be read together with clause 22.7, which sets out the categories of evidence the Company may rely upon in making a determination. Where permitted by applicable law and consistent with the Company's Privacy Policy, the Company may share limited information with other regulated entities and fraud-prevention bodies for the purpose of preventing and detecting the practices described in clause 23. All personal data is processed in accordance with the Company's Privacy Policy.

27. Order Execution

27.1 Discretion to Determine Execution Model

The Client acknowledges and agrees that the Company may execute, route, or hedge the Client's orders on either a principal basis (the Company acting as counterparty) or an agency/pass-through basis (orders transmitted to and hedged with one or more upstream liquidity providers), or a combination of the two, at the Company's sole and reasonable discretion. The Company may change the execution model applicable to a Client's account, or to specific instruments within it, at any time and without requiring the Client's prior consent, by giving notice where required by applicable law.

27.2 Basis for Determination

In determining the execution model applicable to an account, the Company may have regard to the account's risk profile as assessed under the Company's internal risk-management procedures and to the Company's overall risk-management and hedging requirements. A change of execution model under this clause is a risk-management measure and does not, by itself, constitute or imply a determination of breach under clause 23.

27.3 No Disadvantage to Order Execution

A change in execution model under this clause shall not itself result in the Client receiving materially worse pricing than that generally available under the Company's published trading conditions for the relevant account type and instrument. Any difference in spread, commission, or execution characteristics between execution models is as disclosed in the Company's trading conditions schedule from time to time.

28. Promotional Credit Eligibility and Administration

28.1 Discretionary Nature of Promotional Credit

Bonuses, credits, cashback, and rebate-program benefits (together, "Promotional Credit") are provided entirely at the Company's discretion, subject to the terms of the relevant campaign. Promotional Credit does not form part of the Client's own deposited funds and is not withdrawable except to the extent, and in the manner, expressly provided by the applicable campaign terms.

28.2 Restriction of Future Eligibility Following a Clause 23 Determination

Where the Company determines under clause 23.3 that an account has engaged in activity prohibited by clause 23, the Company may restrict that account's eligibility to receive Promotional Credit, participate in campaigns, or take part in cashback or rebate programs, indefinitely or for a specified period, with notice to the Client. This restriction is prospective only and does not affect Promotional Credit already converted into withdrawable balance in accordance with the applicable campaign terms before the restriction takes effect.

28.3 Removal of Unused Promotional Credit During Review

Where an account is placed under monitoring or review under clause 24, the Company may cancel any Promotional Credit on that account that is active, not yet expired, and not yet converted into withdrawn balance, with notice to the Client. This clause applies only to the outstanding Promotional Credit itself; it does not affect the Client's own deposited principal or any profit already realised and withdrawn from the account.

28.4 Reversal

Where a review under clause 24 concludes without a determination under clause 23, the Company will, on request, reconsider any restriction applied under clause 28.2 and any cancellation applied under clause 28.3, and may reinstate the Promotional Credit or eligibility, at its discretion and having regard to the remaining terms of the original campaign.