



stonefort
Client
Agreement

I. INTRODUCTION

- (A) Stonefort Securities Limited (referred to interchangeably in this Agreement, wherever the context requires, as the “**Company**”, “**Stonefort**”, “**our**”, “**Our**”, “**we**” “**We**”, “**us**”, “**Us**”, or, “**SFS**”) is incorporated in Mauritius and holds a full-service dealer (excluding underwriting) license (license No. GB 24202921), issued by the Mauritius Financial Services Commission (“**FSC**”). More information about the FSC can be accessed at <https://www.fscmauritius.org/en>.
- (B) This document sets out the terms of business (referred to interchangeably herein as the “**Terms**”, “**Agreement**”, “**Client Agreement**”, or, “**Service Agreement**”) governing your relationship with Stonefort (referred to interchangeably herein, wherever the context requires, as the “**Client**”, “**you**”, “**You**”, “**your**”, “**Your**”, “**yours**”, “**Yours**”). By entering into this Agreement, you confirm that you have read, understood, and accepted these Terms, and that you have received independent legal and other professional advice, and understand your rights and obligations, as such are stemming through the Agreement.
- (C) Unless you and we have otherwise agreed in advance in writing, you will enter into each transaction as principal and not as agent on behalf of someone else. You acknowledge and agree that we recognize you exclusively, as our Client. We shall not owe any duty, responsibility, or liability to any other third party. In turn, you accept sole responsibility for fulfilling your obligations to us in accordance with these Terms, and any failure by you to do so shall not impose any liability on us.
- (D) By (i) opening an account through our website <https://www.stonefortsecurities.com> (the “**Online Facility**”) or by contacting our representatives; and (ii) upon successful completion of the applicable due diligence procedures of the Company; and by (iii) accepting these Terms; and by (iv) using or continuing to use our services (as applicable), you acknowledge, accept, and agree to be bound by this Agreement and any amendments thereto (as applicable).

2. ACKNOWLEDGEMENT

- (A) The Client confirms that they have **read, understood, and accepted** this Client Agreement, including any updates or amendments that may be made from time to time, as well as any relevant information provided through the Online Facility.
- (B) By agreeing to this Service Agreement, the Client enters into a **legally binding contract** with Stonefort.
- (C) The Client acknowledges that the **official language of SFS is English**, and all communications, documentation, and legal notices will be issued in English. If any communications, documentation, and legal notices, are issued in any language other than English, such shall be for ease of reference only, and thus, not binding upon the Company, unless the Company specifies otherwise in writing.

3. SCOPE OF THE CLIENT AGREEMENT

- (A) This Client Agreement establishes the terms and conditions under which Stonefort provides investment services to the Client.
- (B) The Agreement is non-negotiable and shall take precedence over any other agreements, arrangements, or statements, whether written, verbal, or implied, unless expressly amended in writing by SFS at its sole discretion.
- (C) To access and use our services, you must:

- (I) If you are an individual – you are at least 18 years of age and possess the legal capacity to enter into business and/or legally binding agreements.
 - (II) If you are a corporation – you are incorporated and validly existing under the laws of the country of your incorporation and you have approved the opening of an account with us by a board resolution certified by the corporation’s officers.
- (D) SFS does not offer its services to residents of the United States or any jurisdiction listed as a prohibited country on our Online Facility <https://stonefortsecurities.com/>. The list of prohibited countries may be updated from time to time to reflect regulatory or legal changes, in SFS’s sole and absolute discretion. SFS is further restricted from establishing any connection, relationship, or conducting any business or legal dealings with individuals or entities from countries where such activities are prohibited by the FSC.

4. COMMENCEMENT OF THE AGREEMENT

This Service Agreement shall take effect from the date from which the Prospective Client receives an email from Stonefort, confirming the issuance of their Trading Account number, and thus constituting them an onboarded Client of Stonefort. From that date, all rights, obligations, and responsibilities under this Agreement shall apply.

5. INTERPRETATION OF TERMS

Unless otherwise specified in writing by SFS, the terms used in this Client Agreement shall have the meanings set out in the “APPENDIX”.

6. KNOW YOUR CLIENTS

- (A) SFS is subject to the provisions of the Financial Intelligence and Anti-Money Laundering Act 2002 (“**FIAMLA**”), as amended, the Financial Intelligence and Anti-Money Laundering Regulations 2018 (“**FIAML Regulations**”), as amended, and the FSC’s Anti-Money Laundering and Combating the Financing of Terrorism Handbook, as amended. These frameworks require SFS to establish robust systems and controls to prevent money laundering, terrorist financing, and the financing of the proliferation of weapons of mass destruction.
- (B) To comply with these obligations, SFS, together with its administrator in Mauritius, will undertake detailed verification of a Prospective Client’s identity and the source of funds, both at the time of onboarding and on an ongoing basis, once and if the Prospective Client becomes an actual Client of SFS, in accordance to this Client Agreement. This process forms part of SFS’s risk-based customer due diligence (CDD) approach, which includes:
- (I) Identifying and verifying Potential Clients, and Clients (on an ongoing basis), and, where applicable, their beneficial owners;
 - (II) Screening Potential Clients, and Clients (on an ongoing basis), against risk intelligence databases, international sanctions lists (including UN Sanctions), and other relevant watchlists;
 - (III) Assessing the level of risk posed by each Potential Client, and Client (on an ongoing basis), to determine whether simplified, standard, or enhanced due diligence measures apply.
- (C) Where a Potential Client, or, as applicable, an onboarded Client, presents a low level of risk, simplified due diligence measures may be applied, provided such treatment is consistent with the national risk assessment or any other assessment issued by the FSC, the Mauritius Financial Intelligence Unit (“**FIU**”), or other supervisory authority. However, simplified measures shall never be applied where there is suspicion of money laundering, terrorist financing, or where the business relationship is classified as high risk. In such cases, enhanced due diligence will be required.

- (D) SFS has a Money Laundering Reporting Officer (MLRO) in place, in accordance with the FIAML Regulations. The MLRO is responsible for receiving and assessing internal suspicious transaction reports, and, where necessary, filing them with the FIU. The MLRO has unrestricted access to records, resources, and the full cooperation of the Company's Board of Directors and administrators, to properly discharge these responsibilities. Further details of the MLRO's duties are set out in SFS's policies and procedures.
- (E) Accordingly, the Client expressly acknowledges and agrees as follows:
- (I) The Client shall provide all documentation and information reasonably required by SFS to satisfy its CDD obligations.
 - (II) The Client undertakes to promptly provide such information and authorizes SFS and its agents to verify their identity, financial standing, and past or current investment activities, including contacting banks, brokers, or other relevant third parties.
 - (III) The Client agrees that SFS shall not be held liable for any delay or failure in processing an application or transaction where required documentation has not been provided.
 - (IV) SFS reserves the right, at its sole discretion, to amend, correct, or remove any details submitted by the Client through SFS's trading platform, where such information is found to be inaccurate, incomplete, or inconsistent when compared against the Client's know-your-client documentation.

7. CLIENT CATEGORIZATION

- (A) The Client acknowledges and accepts that regulatory protections vary depending on the Client's categorization. For instance, Retail Clients benefit from the highest level of protection, whereas Professional Clients are deemed to possess greater experience, knowledge, and expertise, and are therefore afforded a lower level of regulatory protection.
- (B) SFS shall categorize the Client as a Retail Client, Professional Client, or, as an Alternate Counterparty, in accordance with the information provided in the Company's application form and the categorization criteria set out under the section entitled "Client Categorization" therein. By entering into this Agreement, the Client expressly consents to the application of such categorization. It is hereby clarified that, to the extent that these Terms do not conflict with the terms of the agreement to be entered into between SFS and an Alternate Counterparty, these Terms shall apply in addition to that Alternate Counterparty agreement, whereas, in the event where either of the terms of the Alternate Counterparty agreement conflict with these Terms, the terms of the Alternate Counterparty agreement shall prevail.
- (C) The Client accepts and agrees that SFS will rely upon the accuracy, completeness, and correctness of the information supplied by the Client in the Application Form and any supporting documentation. The Client undertakes to notify SFS promptly, in writing, of any change to such information which may affect the Client's categorization.
- (D) Subject always to applicable laws, SFS reserves the right to review and, where appropriate, amend the Client's categorization if deemed necessary. Any such re-categorization shall be carried out in accordance with the relevant legal and regulatory requirements.

8. ONLINE FACILITY

- (A) To use our online trading services, you must successfully complete the Company's onboarding process, following which a username and password will be allocated, and communicated to you by the Company in writing (hereinafter referred to as the "**Access Code**"). The use of your Access Code will be deemed by us to be use of our online trading services by you.

(B) In relation to the Access Code, you acknowledge and undertake that:

- (I) you will be responsible for the confidentiality and use of your Access Code;
- (II) you will change your password regularly;
- (III) other than with our prior written consent, you will not disclose your Access Code to other persons for any purpose whatsoever;
- (IV) we may rely on all instructions, orders and other communications entered using your Access Code, and you will be bound by any resulting transaction entered into or expense incurred on your behalf; and

(C) You shall promptly notify us by email at the email address published on our website if you become aware of the loss, theft, disclosure to any third party, or any unauthorized use of your Access Code. For the avoidance of doubt, we do not assume any obligation to monitor such email communications on a continuous basis or to take immediate action upon receipt of such notification. You acknowledge and agree that access to our online trading services is provided solely for your use, except where you are a legal entity, in which case our online trading services may additionally be accessed and utilized by individuals duly authorized to act on your behalf. If you tell us or we believe that your Access Code is being used without your knowledge by unauthorized persons or has been disclosed by you to other persons without our consent, we may without prior notice suspend or terminate your right to use our trading services.

(D) We shall not be responsible or liable to you for any loss, liability or cost whatsoever arising from any unauthorized use of your Access Code or our online trading services. You shall remain responsible for and on demand indemnify, protect and hold us harmless from and against (i.e., you will be responsible for and reimburse us on demand for) all losses, liabilities, judgments, suits, actions, proceedings, claims, damages and costs resulting from or arising out of any act or omission by any person using our online trading services by using your Access Code, whether or not you authorized such use.

(E) We may, at our absolute discretion, introduce and require additional levels of user identification and security. We may change our security procedures at any time, and we will tell you of any new procedures that apply to you as soon as possible.

(F) We accept no liability to you during the hours where we are inoperative or unavailable.

(G) You shall be solely responsible for providing and maintaining any equipment you use to access our online trading services and the security arrangements in relation thereto and for making all appropriate arrangements with any telecommunications suppliers or, where access to our online trading services is provided through a third-party server, any such third party, necessary in order to obtain access to our online trading services.

(H) Neither we nor any company maintaining, operating, owning, licensing, or providing services to us in connection with, our online trading services (hereinafter referred to as the “**Service Providers**”) make any representation or warranty as to the availability, utility, suitability or otherwise of our online trading services or any such equipment or arrangements (i.e., neither we nor any third parties that we use are responsible or liable to you for the same). Since we do not control signal power, its reception or routing via the internet, configuration of your equipment or that of any third party or the reliability of its connection, we will not be responsible for communication failures, distortions or delays when you are accessing our online trading services.

- (I) For the avoidance of doubt, we shall have no responsibility or liability to you (whether in contract or in tort, including negligence) for damage (i.e., losses or expenses or anything similar) which you may suffer as a result of transmission errors, technical faults, malfunctions, illegal intervention in network equipment, network overloads, malicious blocking of access by third parties, internet malfunctions, interruptions or other deficiencies on the part of internet service providers. You will be responsible for all orders entered on your behalf via the use of our online trading services, and you will be fully responsible and liable to us for the settlement of any transaction arising from such use. You acknowledge that access to our online trading services may be limited or unavailable due to such system errors, and that we reserve the right upon notice to suspend access to our online trading services for this reason.
- (J) We shall have no responsibility or liability to you in the event that any viruses, worms, software bombs or similar items are introduced into your equipment or systems via the use of our online trading services or any software provided by us to you in order to enable you to use our online trading services, provided that we have taken reasonable steps to prevent any such introduction.
- (K) You will ensure that no computer viruses, worms, software bombs or similar items are introduced into our computer system or network and you will be responsible for and will indemnify us on demand, protect and hold us harmless for any loss that we suffer arising as a result of any such introduction.
- (L) We shall not be responsible or liable to you for any act taken by or on the instruction of a market, clearing house or regulatory body.
- (M) Internet connectivity delays and price feed errors sometimes create a situation where the prices displayed on our online trading systems do not accurately reflect the then prevailing market rates. In the event of such delays and errors, we reserve the right to cancel orders, reverse transactions, close positions, and make any necessary corrections or adjustments on the account involved.
- (N) You will not use, or allow the use of, our online trading services:
 - (I) In contravention of any laws (in any jurisdiction), regulations or any other regulatory authorities to which you or we may be subject;
 - (II) in any way, posting information which is defamatory, obscene, abusive, indecent or menacing or which infringes any intellectual property rights or breaches obligations of confidence, or which is otherwise illegal or unlawful;
 - (III) to introduce a software virus or other disruptive program or do any act which would cause our online trading services damage or to become unavailable for use by others;
 - (IV) to solicit or encourage other internet websites to frame or hypertext link direct to our online trading services without our prior written consent; or
 - (V) in any way which is not authorized by us in writing or is otherwise in breach of the Agreement.
- (O) We do not permit the use of our online trading services for unfair arbitrage activity or otherwise taking advantage of internet delays, using any other manipulative or abusive behavior (such as, but not limited to, the dissemination of false or misleading market information through media, including the internet, or by any other means with the intention of moving the price of a security or product or the underlying property or value) which could adversely impact on fair and orderly trading on our trading platform.
- (P) We regularly publish, on our online trading platform, updates of the system, features available to Clients, as well as information, declarations and warnings related to our services. We may also send this information to your email address. You undertake to read any such communications on publication or receipt and regularly familiarize yourself with this information. You also agree that such publications

and/or updates and/or information and/or declarations and/or warnings, shall become fully binding on you, on the date displayed in our abovementioned notice, or, if no date is specified in such notice, immediately upon publication.

- (Q) All rights in patents, copyrights, design rights, trademarks and any other intellectual property rights (whether registered or unregistered) relating to our trading services, remain vested in us or our licensors. You will not copy, interfere with, tamper with, alter, amend, reverse engineer or modify, in any way, shape or form, our trading services or any part or parts thereof unless expressly permitted by us in writing; reverse compile or disassemble our trading services; nor purport to do any of the same or permit any of the same to be done. In the event that you receive any data, information or software via the use of our trading services, other than that which you are entitled to receive pursuant to the Agreement, you will immediately notify us in writing and will not use, in any way whatsoever, such data, information or software.
- (R) We may suspend or permanently withdraw our online trading services, by giving you reasonable written notice, or, if not reasonably practicable, immediately.
- (S) We have the right, unilaterally and with immediate effect, to suspend or withdraw permanently your ability to use our online trading services, or any part thereof, without notice, where we consider it necessary or advisable to do so, in our discretion and in good faith.

9. PROVISION OF SERVICES

- (A) The Company provides investment services to Clients as authorized under its license issued by the FSC. Further details regarding the Company's license can be found on the FSC website at <https://www.fscmauritius.org/en/licensing/applying-for-a-license/securities>.
- (B) Subject to the terms of this Agreement and the acceptance of the Client's application to open an account, the Company shall maintain one or more accounts in the Client's name and provide execution-only services in relation to:
 - (I) Foreign exchange (FX) contracts,
 - (II) Contracts for Difference (CFDs),
 - (III) Exchange traded products, and
 - (IV) Other over the counter ("OTC") derivatives, where the underlying investments may include currencies, metals, equity indices, commodities, and such other products permitted under the Company's risk framework and applicable regulations.
- (C) The Company may also, from time to time, introduce other financial products or services through its online or offline platforms, at its sole and absolute discretion. Contract specifications for the financial instruments available are published on our Online Facility <https://www.stonefortsecurities.com/>.
- (D) The trading conditions and execution rules applicable to financial instruments offered by the Company are available on the Company's website. The Company reserves the right to amend these conditions and rules from time to time. Clients remain bound by this Agreement, and any amendments to such conditions and rules once published.
- (E) The Company does not provide investment advice, personal recommendations, or opinions regarding transactions. The Client acknowledges that independent professional advice should be sought before trading, particularly regarding financial instruments, strategies, charges, or tax implications. Any research, analysis, or information provided by the Company or its affiliates is for informational purposes only and should not be

construed as advice or a guarantee of performance. The Client must rely on their own judgment in making investment decisions.

- (F) From time to time, the Company may publish or distribute market commentary, research, or other materials (“**Material**”) through its website or other channels. Such Material is considered marketing communication only and shall not constitute investment advice, an investment recommendation, or an offer or solicitation to engage in any transaction. The Company does not guarantee the accuracy or completeness of such Material and accepts no liability for any loss arising from reliance upon it. Material is not prepared in accordance with legal requirements to promote independence of research and may be subject to change without notice.
- (G) The Client understands that there will be no physical delivery of the underlying instrument of any CFD or derivative traded through their account.
- (H) The Client acknowledges that the Company acts as the sole execution venue, which does not constitute a regulated market.
- (I) Trading through the Client’s account may take place only when the global markets are open for trading or as otherwise notified by the Company in writing. Certain financial instruments are available only during specific trading hours, which are detailed in the relevant contract specifications, as made available by the Company in writing. The Client is responsible for reviewing such specifications prior to trading. The Company will notify Clients of holiday schedules or other planned closures via email, as soon as this is reasonably practicable. In the event of unforeseen circumstances or technical disruptions, the Company will inform Clients of the issue (in writing) as soon as reasonably practicable.
- (J) The Company reserves the right, at its sole discretion, to refuse to provide any investment service to a Client where deemed necessary to protect the interests of the Client or the Company. The Company shall not be obliged to disclose the reasons for such refusal.
- (K) Unless otherwise agreed with the Company in writing, all orders must be submitted electronically through the Online Facility. Orders may include:
 - (I) a “Long Position” (to buy at the quoted offer price), or
 - (II) a “Short Position” (to sell at the quoted bid price),for the relevant Reference Asset (for the avoidance of doubt, a “**Reference Asset**” is, for the purpose of the Agreement, the instrument from which the price of a derivative is derived. It may also include any property, index, benchmark, or other factor designated in a CFD or margin transaction, where fluctuations in value or price determine profits or losses under that CFD or margin transaction).
- (L) The Client acknowledges and agrees that, unless otherwise expressly provided in writing by SFS, they shall not be entitled to receive delivery of, nor be required to deliver, any Reference Asset, nor shall they acquire any ownership rights or interest in any such Reference Asset.
- (M) The Client further acknowledges and agrees that the Company reserves the right, at its sole and absolute discretion, to close any transaction at any time without prior notice.
- (N) Any professional advisors (including legal, accounting, tax, or other consultants) engaged or remunerated by the Company shall provide their services solely to the Company (the “**Professional Services**”). The Client remains responsible for obtaining independent professional advice at their own cost where the Client deems necessary. Unless expressly agreed in writing between the Company and the Client, the provision of services under this Agreement shall not create any fiduciary, trustee, agency, joint venture, or partnership relationship between the Company and the Client. For the avoidance of doubt, it is declared that the Client and its legal, tax, and other professional advisers, remain fully and solely responsible for the management of the Client's

affairs for tax, legal, and other purposes.

10. RISK WARNING

(I) Trading and Derivative Risk

Trading on margin and in derivative instruments-including Futures, Options (listed or unlisted), and Contracts for Difference (“**CFDs**”) on Foreign Exchange, Precious Metals, Commodities, Indices, or other financial instruments, carries a high degree of risk. Such products are leveraged and may not be suitable for all investors. Margin trading can result in losses greater than your initial investment. Even small price movements may lead to significant losses and may require you to deposit additional funds to maintain open positions. Clients are strongly advised to trade only with funds they can afford to lose and within their personal risk tolerance.

Before trading, you should carefully consider your investment objectives, level of financial experience, and risk appetite. If you are at all unsure as to the suitability of the products offered by us, please seek independent financial advice. There is always a relationship between high reward and high risk. Any type of market or trade speculation that can yield unusually high returns also poses a high risk to capital. Only surplus funds should be placed at risk and if you are not able to sustain trading losses then you should not trade CFDs.

(A) CFDs in General

CFDs are complex financial products which generally only close when a client chooses to close an existing open position, and therefore generally have no set maturity date. (This can be subject to change depending on the terms of the underlying asset class and or product). CFDs can be likened to futures contracts, which can be entered into in relation to certain foreign currencies, indices, precious metals, oil, commodities or financial instruments. However, unlike other futures, CFDs can only be settled without delivery of the underlying asset, and settled via account-based settlement. Transactions in CFDs may also have a contingent liability and you should be aware of the implications of this as set out below. All our CFDs are synthetic contracts, which means that Clients do not have any right to the underlying instrument or the rights which are attached to the same unless specifically stated in the CFD. This includes no right to any underlying reference shares or attached voting rights.

(B) Foreign markets

CFDs relating to foreign markets involve different risks from the client’s native markets. In some cases, risks will be greater. The potential for profit or loss from transactions relating to foreign markets will be affected by fluctuations in foreign exchange rates. Such enhanced risks include the risks of political or economic policy changes in a foreign jurisdiction, which may substantially and permanently alter the conditions, terms, marketability or price of a foreign currency.

(C) Risk reducing orders or strategies

The placing of certain orders (e.g., “stop loss” or “stop limits” orders) that are intended to limit losses to certain amounts may not always work because market conditions or technological limitations may make it impossible to execute such orders at the required prices or at all. Should a client trade using such orders or strategy they must do so accepting this risk.

(D) Leverage

CFDs carry a high degree of risk. The gearing and leverage that is obtainable with CFD trading means that you only need to place a small deposit (margin) to commence trading with us although this small deposit may result in large losses or large gains. Highly leveraged transactions are subject to significant changes in value as a result of relatively small changes in the value or level of the underlying instrument or thing on which the price of the CFD is based.

(E) Contingent liability transactions

CFDs are leveraged or margined transactions requiring you to make a series of payments against the contract value, instead of paying the entire contract value immediately. You may sustain a total loss of the margin you deposit with us to establish or maintain a position. We re-value your open positions continuously during each

Business Day (a “**Business Day**” being a day in Mauritius where banks are open for general retail banking business), and any profit or loss is immediately reflected in your account and a loss may result in you being called upon to pay substantial additional margin on short notice to maintain your open positions. We may change the rates of margin and/or notional trading requirements at any time (including over week-ends/bank holidays or in abnormal market conditions), which may also result in a change to the margin you are required to maintain. If you do not maintain sufficient margin on your account at all times and/or provide such additional funds within the time required, your open positions may be closed at a loss and you may be liable for any resulting deficit.

(F) Over-the-counter transactions

When trading CFDs you are not trading on a regulated market or exchange. You will enter directly into a contract with us in respect of the underlying financial instrument or thing on which the price of the CFD is based. All open positions with us must be closed with us and cannot be closed with any other party. This may make it difficult for you to close a position at a price that you are happy with or at all (for example, if we experience technical problems with our Online Facility and it is unavailable, or we become insolvent). Trading in OTC financial transactions may expose you to greater risks than trading on a regulated market because there is no market on which to close out your open positions and prices and other conditions are set by us subject to any legal/regulatory requirements. OTC transactions may increase the liquidity risk and introduce other significant risk factors: it may be impossible, for example, to assess the value of a position resulting from an OTC transaction or to determine the risk exposure. Also, bid prices and offer prices need not be quoted by us and, even where they are, we may find it difficult to establish a fair price particularly when the relevant exchange or market for the underlying is closed or suspended.

(G) Prices

The prices posted on our Online Facility may not necessarily reflect the broader market. We will select prices that we feel are appropriate to determine margin requirements and in periodically marking to market the positions in your account and closing out such positions. Although we expect that these prices will be reasonably related to those available on what is known as the interbank market or any appropriate trading venue or other financial market, prices we use may vary from those available to banks and other participants in the above markets. Consequently, we may exercise considerable discretion in setting margin requirements and collecting margin from you.

(H) Unexpected Event and Weekend Risk

Various situations, developments, suspensions, unexpected breaks in trading hours or events that may arise over a weekend/bank holiday (either in Mauritius or in another country) when a market will generally close for trading, may cause the market/underlying asset class to re-open at a significantly different price/level from where market/underlying asset class closed on the previous business/trading day. You will not be able to use the Online Facility to place or change orders at these times when the markets are generally closed. There is a substantial risk that stoploss orders left to protect open positions held at these times will be executed at levels significantly worse than their specified price and you accept the risk that are entailed during such times.

(I) Electronic trading

Trading in over-the-counter contracts through the Online Facility may differ from trading on other electronic trading systems as well as from trading in a conventional or open market. You will be exposed to risks associated with the electronic trading system including the failure of hardware and software and system down time, with respect to the Online Facility, your systems and the communications infrastructure (for example the Internet) connecting the Online Facility with you.

(J) Trading suspensions

Under certain conditions it may be difficult or impossible to liquidate a position. This can occur, for example, at times of rapid price movement where the price for an underlying rises or falls during one trading session to such an extent that trading in the underlying is restricted or suspended. Where this occurs, you accept any associated risk. You should also be aware that under certain circumstances we may be required to close positions due to

regulatory or exchange instructions and as such we are not responsible for any losses that may result.

(K) Market, Counterparty, and Operational Risk

Off-exchange and leveraged transactions involve substantial risks, including exposure to leverage effects, counterparty credit risk, limited regulatory protection, and high market volatility. These factors can significantly affect pricing, execution, and liquidity. Prices quoted by SFS may differ from those on exchanges and can fluctuate due to market conditions. In addition, online trading involves risks related to system failures, hardware or software malfunction, internet disruptions, and communication delays. SFS shall not be held liable for any losses, costs, or damages arising from such circumstances.

(L) Information and Liability Disclaimer

All information, analysis, research, opinions, and prices displayed on SFS's website, are provided solely for general informational purposes and do not constitute investment advice. Although SFS takes reasonable steps to ensure the accuracy and reliability of the information provided, no warranty or representation is made as to its completeness or timeliness. The content may change without notice. SFS shall not be liable for any direct or indirect losses, including loss of profit, arising from the use of or reliance upon such information or from any inability to access the website or trading platform.

(M) Prohibition on Multiple Accounts and Internal Hedging:

Any practices that attempt to manipulate, circumvent, or otherwise abuse the Company's trading, risk, or operational framework are strictly prohibited. This includes, but is not limited to, the use of multiple accounts to mask exposure, facilitate internal hedging, bypass margin requirements, or circumvent regulatory limits. Accounts that appear to be used in a manner that manipulates positions - including but not limited to the cases where the same IP address, similar or correlated trading patterns, or coordinated offsetting of buy and sell transactions are observed - may be deemed invalid, and any related trades may not be recognized. The same applies to any accounts or trades conducted under an Introducing Broker (IB) arrangement if such practices are identified. Clients engaging in such activities are in violation of this policy and may be subject to corrective or disciplinary action.

II. DEALING PROCEDURES

- (A) Once a transaction has been executed in whole or in part, it cannot be cancelled to the extent that execution has already occurred, unless Stonefort decides otherwise, in accordance to its sole and absolute discretion.
- (B) The Company reserves the right, at its sole discretion, to limit the number of open positions that a Client may hold in their account. The Company may also refuse to accept any order to open a new position or to increase an existing position, without being required to provide a reason. Moreover, the Company may, at its sole discretion, set an instrument to "Ask" or "Bid" mode only, thereby disabling both options for as long as the Company deems fit.
- (C) SFS reserves the right to cancel or reverse any transaction that it deems to have been executed under erroneous and/or fraudulent and/or abnormal conditions.
- (D) When the Client clicks the submit button to enter an order through our online trading platform (or give us an order by any other means SFS may agree), SFS will be under no obligation to accept it or, if accepted, under no obligation to execute it. Unexecuted orders may be cancelled at our discretion. Once an order has been entered into our online trading platform, it may not be altered or cancelled by the Client, unless SFS decides otherwise in writing, or, acts in its sole and absolute discretion in the context of its alteration or cancellation.
- (E) You acknowledge and agree that following execution of any transaction, you are solely responsible for making

and maintaining contact with us and for monitoring open positions and ensuring that any further instructions are given on a timely basis. In the event of any failure to do so, we can give no assurance that it will be possible for us to contact you and we accept no responsibility or liability to you for loss suffered (or alleged to be suffered) as a result of any failure by you to do so.

(F) You agree to keep adequate records to demonstrate the nature of orders submitted and the time at which such orders are submitted.

(G) Opening a Transaction:

- i. A transaction is opened by either “buying” or “selling” a contract:
 - (1) A transaction opened by **buying** is referred to as a “**Buy**” and may also be described as a “**long**” position.
 - (2) A transaction opened by **selling** is referred to as a “**Sell**” and may also be described as a “**short**” position.
- ii. Each transaction must specify the number of shares, contracts, lots or units that constitute the instrument or its underlying asset.
- iii. Any transaction opened by the Client shall be binding, even if the transaction causes the Client to exceed credit limits or other trading limits that may apply to their dealings with the Company.
- iv. When opening or closing a transaction, the Client may be required to pay a commission fee. Commission may be charged as:
 - (1) a percentage of the transaction value;
 - (2) a fixed amount per equivalent instrument on the Underlying Market; or
 - (3) on another basis as expressly agreed in writing.

The applicable commission structure will be notified to the Client in writing and/or published on the trading platform. If no specific rate is communicated, SFS will apply its standard commission rate as published on its website. In the absence of a published rate, a default commission of 0.01% of the transaction value will apply. SFS may, at its sole discretion, pay rebates, rewards, bonuses, or commissions to Introducing Brokers, Affiliates, or other third-party partners in accordance with the terms and arrangements agreed between them and SFS. Such payments shall not affect the Client’s trading conditions or the fees applicable to their account.

(H) Closing a Transaction

- i. The Client may close any open CFD position by placing a closing order through the trading platform. SFS may, without prior notice and acting in good faith and reasonable discretion, close, cancel, reverse, or terminate any position (in whole or in part) where margin or payment obligations are not met, stop-out levels are breached, market conditions are abnormal, a dispute or system error arises, or where required by law, and all positions shall be settled on a net basis at the prevailing market price with any resulting profit or loss immediately reflected in the Client’s Trading Account, with any negative balance remaining payable by the Client.
- ii. **Spreads**-including market spreads-are determined by market conditions and may fluctuate significantly due to events, market volatility, or other factors. The spread at the time of closing a transaction may differ from the spread at the time of opening, potentially placing the Client at a disadvantage. For transactions executed when the Market or Underlying Market of a Reference Asset is closed, or where no such market exists, bid and offer prices will be set at the Company’s **reasonable discretion** to reflect what is believed to be the market price at that time. Such quotes are **not guaranteed** to align with the prices of the underlying market, and the Client agrees to use these prices solely for their own trading purposes and not to redistribute them for commercial or other purposes
- iii. If the Client requests the Company to close a trade, the Company is **not obligated** to do so. Where the Company agrees, the **close-out value** will be calculated based on prevailing market conditions and may include associated costs. The close-out value may result in an amount payable by the Client to the Company or vice versa, which could be substantially. All obligations arising from the close-out of transactions will be

settled through **net settlement**, whether by payment, set-off, or otherwise. The net amount determined to be payable by either party will be **immediately due and payable**.

- iv. In the event of any dispute regarding a transaction, the Company may, at its **sole discretion**, cancel, terminate, reverse, or close out all or part of any related position.

(I) Aggregation of Orders

The Company reserves the right to aggregate client instructions to open or close transactions. Aggregation involves combining one Client's instruction with those of other Clients or executing them as a single order. The Company may do so where it reasonably believes that aggregation is in the overall best interests of all clients. The Client acknowledges that aggregation may occasionally result in a less favorable execution price, and the Company shall not be liable for any such outcome.

(J) Confirmations

After executing a transaction, the Company will provide the Client with a confirmation of the transaction details. Confirmations may be issued electronically or made available via the Online Facility, and any electronic confirmation shall have the same legal effect as a written confirmation.

Confirmations may also be delivered in a soft copy upon the request of the Client. Unless a material error is identified, the content of any confirmation shall be deemed conclusive and binding on the Client. The Client must notify the Company in writing within one (1) Business Day of receipt of any objection. Any error or inaccuracy in a confirmation shall not affect the validity of the underlying transaction.

12. ELECTRONIC & ALGORITHMIC TRADING

- (A) The Company expressly prohibits the use of any form of electronic trading services, algorithmic systems, automated tools, or similar mechanisms designed to execute, manipulate, or automate trades. The Company shall not be under any obligation to accept, execute, or cancel any transaction initiated or attempted through such prohibited means. Any orders attempted via electronic or automated methods may be rejected or voided at the Company's sole discretion.
- (B) The Client acknowledges and accepts that the Company does not permit algorithmic, high-frequency, or automated trading strategies under any circumstances. The Company considers such practices inconsistent with fair market conduct and potentially capable of generating disproportionate or unreasonable profits within an unusually short timeframe, which the Company regards as abusive and prohibited.
- (C) Any attempt by the Client to use electronic, algorithmic, or automated trading mechanisms shall be deemed a material breach of this Agreement. In such cases, the Company reserves the right, at its sole discretion, to: Suspend or terminate the Client's access to the trading platform, and/or, cancel, reverse, or adjust any transactions executed in violation of this provision, and/or, withhold, adjust, or forfeit any gains or profits derived from such prohibited activities, and/or, terminate the Agreement with immediate effect, as per Clause 28(C)(i) of the Agreement.

13. MARGIN PAYMENTS

- (A) The Client understands that transactions in leveraged products such as CFDs, may require the deposit of margin funds by the Client. Margin represents a financial safeguard to cover any present or potential unrealized losses on the Client's trading positions.
- (B) Transactions will be executed by the Company at its sole and absolute discretion, either by routing directly to liquidity providers or through other execution arrangements. When transactions are routed directly, the Margin requirements applied will reflect those imposed by the Company's liquidity providers.

- (C) Margin may be required both at the commencement of a transaction and throughout its duration, especially where adverse market movements reduce the value of the Client's position.
- (D) Leveraged trading requires the deposit of only a fraction of the overall contract value as Margin. For example, a position entered into with a 10:1 leverage ratio requires Margin equal to 10% of the contract value. The Client acknowledges that even small market fluctuations may therefore result in proportionally large gains or significant losses, which may exceed the original deposit.
- (E) Margin must be provided in the form, currency, and within the timeframe specified by the Company in writing, at its sole discretion. If no specific deadline is provided, Margin must be deposited immediately. A single Margin request does not limit the Company from making additional requests. The Client remains solely responsible for monitoring their positions and account balance and must not rely on the Company to issue Margin calls.
- (F) The Client acknowledges that the entire initial deposit may be lost and that further deposits may be required to maintain open positions. Failure to meet Margin obligations may result in the immediate closure of positions, with the Client remaining fully liable for any resulting deficit.
- (G) Margin may be posted in cash or in such other form as the Company may agree to accept, at its absolute discretion.
- (H) If the Client does not provide Margin when required, the Company, or any relevant exchange, clearing house, or counterparty, shall have the right to close part or all of the Client's positions without prior notice.
- (I) SFS reserves the right to change the margin requirements at any time and any change may become effective immediately, in accordance to SFS's sole and absolute discretion. SFS may inform you of this by email, via the electronic trading platform, from a recorded line and/or by posting notice of the change on our website. It is your responsibility to always know the current margin requirement applicable to your account and your open positions.
- (J) Where it is possible for a market to go negative, SFS reserves the right to close any open positions and/or settle a trade at a predetermined level in the positive, or at the best attainable price, which could also be negative.
- (K) SFS also reserves the right to close out any or all of the Client's open positions in circumstances where Margin requirements are not satisfied or in any other situations permitted under these Terms.

14. SETTLEMENT

- (A) If the Client fails to make any payment when due (either for Margin and/or due to a negative balance in the Client's Trading Account and/or for any other reason that is similar to the above), interest will accrue on the outstanding amount at the prevailing overdraft rate of SFS's appointed bank, unless a different rate has been agreed in writing between the Client and SFS.
- (B) SFS shall have the right, in absolute discretion, to determine the mark to market value of a position or instrument from time to time. In addition to other remedies available to us, if you fail to pay an amount when due under this Agreement, SFS has the right to close (by either buying or selling) any or all of your open positions.
- (C) In the case of any dispute relating to a transaction, SFS may, at its sole discretion (indicatively, but not exhaustively), cancel, reverse, terminate, or close out all or part of the position arising from that transaction.

15. INCENTIVES AND PROMOTIONAL OFFERS

From time to time, SFS may offer Clients with promotional incentives, bonuses, or other benefits (“**Incentives**”). SFS reserves the right, at its sole discretion, to modify, suspend, or withdraw any Incentive at any time, with or without prior notice.

Such action may be taken if SFS reasonably believes that a Client’s conduct is inconsistent with the intended purpose of the Incentive or with the terms of this Agreement, including, but not limited to:

- (I) Engaging in fraudulent, abusive, or unlawful activity;
- (II) Attempting to exploit, manipulate, or misuse the Incentive program;
- (III) Operating multiple accounts or providing false, misleading, or incomplete information;
- (IV) Acting in a manner that may negatively impact SFS, its affiliates, or other clients.

SFS’s determination regarding the eligibility for, or continuation of, any Incentive shall be final. Clients acknowledge and agree that SFS shall not be liable for any loss or damages resulting from the modification, suspension, or withdrawal of any Incentive.

16. SET-OFF

- (A) SFS may, at its sole discretion and without prior notice, apply or set off any amount you owe us against any funds, reference assets, or credits that SFS holds for you. This applies to all forms of liability, whether current or future, determined or undetermined, and regardless of the currency in which those liabilities are denominated.
- (B) If the obligations to be set off are in different currencies, SFS may convert the relevant sums into a single currency using an exchange rate it considers fair and reasonable at the time of conversion.
- (C) The exercise of this right of set-off does not limit or affect any other legal rights or remedies that SFS may have under this Agreement or applicable law.
- (D) Any set-off carried out by SFS, will be properly recorded and shown in your account statement.

17. QUOTING ERROR

- (A) We will use all reasonable endeavors to provide up-to-date quotes for all currencies, commodities, and other instruments traded on or through our online trading platform. However, we give no assurance that the prices quoted are accurate.
- (B) In accordance with the above clauses, should a quoting error occur due to a typographical error or other obvious mistake in a quote or indication (the “**Quoting Error**”), we are not liable for any damages, claims, losses, liabilities or costs arising from the Quoting Error.
- (C) Should Quoting Errors occur due to a typographical error or other mistake in a quote or indication, we will not be responsible or liable to you for the resulting errors in your account balances. In the event of a Quoting Error and/or an execution error, we reserve the right to cancel orders, reverse transactions, close positions and make any necessary corrections or adjustments on the account involved. Any dispute arising from such quoting or execution errors (including any “slippage”) will be resolved by us at our absolute discretion.

18. MANIFEST ERROR

(A) **Transaction Adjustment or Cancellation:**

SFS may, at our sole discretion and without your approval, cancel or adjust any transaction that SFS reasonably consider to contain an obvious or clear error (“**Manifest Error**”). If SFS amends the transaction, the revised terms will reflect what SFS reasonably determine would have been fair at the time the transaction was executed. In assessing whether an error qualifies as a Manifest Error, SFS may take into account all relevant factors, including the state of the underlying market or any inaccuracies or ambiguities in information sources or announcements used to determine quoted prices. Any financial actions you have taken, or refrained from taking, based on the transaction, will not influence this assessment.

(B) **Limitation of Responsibility:**

Unless caused by our fraud, willful misconduct, negligence, or omission, SFS will not be responsible for any losses, costs, claims, demands, or expenses arising from a Manifest Error, including errors from information sources, commentators, or officials reasonably relied upon.

(C) **Repayment Obligation:**

If a Manifest Error occurs and SFS exercises any rights under this clause, any funds you have received in connection with the error must be returned to us immediately, without requiring a formal demand.

19. MARKET CONDUCT

(A) **Compliance and Enforcement:**

Regardless of any other provision in this Agreement, SFS may, subject to applicable laws, take any action SFS reasonably consider necessary to ensure compliance with market rules, anti-money laundering laws and/or regulations, and all other relevant laws, regulations, and regulatory decisions. This may include, but shall not be limited to, selling or closing any or all transactions that you have opened.

(B) **Regulatory Reporting:**

SFS may report any transaction entered into by you or on your behalf to the relevant regulatory authority in accordance with market rules.

(C) **Hedging and Market Impact:**

SFS may hedge exposure to you by opening similar positions with other institutions or in the underlying market. Consequently, when you open or close a transaction with us, your activity may influence the underlying market for that instrument, in addition to affecting our prices. This clause is intended to prevent potential market abuse arising from such impacts.

(D) **Client Representations and Monitoring:**

You represent and warrant that you and any authorized users acting on your behalf (as and if applicable) have adequate knowledge and understanding of all laws and regulations concerning market abuse, short selling, and insider dealing, and will not submit any order that may reasonably be considered non-compliant with such laws. SFS will monitor transactions, trading patterns, and the use of intellectual property strategies for potential market abuse. SFS reserves the right to void or amend the terms of any transaction SFS reasonably believes, results from abusive practices or strategies without prior notice. Additionally, SFS may, at our discretion and without notice, adjust spreads on your account. Any amounts received by you as a result of such transactions must be immediately returned to us.

20. CAPACITY

(A) **Principal Role:**

Unless stated otherwise in these Terms, SFS will, at all times, act as principal in its dealings.

(B) **Authorized Representatives:**

SFS does not recognize an authorized representative as its client unless expressly accepted in writing by SFS.

(C) **Reliance on Instructions:**

The Client authorises SFS to act upon any instructions communicated by the Client without requiring independent verification of the instruction's authenticity or the identity of the individual providing it.

(D) **Authority of Agents:**

SFS is under no obligation to open or close a transaction, or to act on any instruction, if it reasonably believes that an agent may be acting beyond or without proper authority. If such a belief arises after a transaction has been opened, SFS may, at its discretion, either close the transaction at the prevailing price or declare it void from the outset. This clause does not impose any obligation on SFS to investigate or confirm the authority of an agent who claims to act on the Client's behalf.

21. ASSURANCES AND GUARANTEES

The Client provides the following assurances and guarantees:

(A) **Ownership of Funds:**

All funds deposited with SFS are the sole property of the Client and are free from any lien, charge, pledge, or other encumbrance.

(B) **Legitimacy of Funds:**

The funds are not, directly or indirectly, derived from any unlawful act, omission, or criminal activity.

(C) **Compliance with AML Laws:**

The Client shall not use, nor permit the use of, any account for money laundering purposes or in violation of applicable anti-money laundering laws and/or regulations.

(D) **Acting Capacity:**

The Client is acting on his/her/its (as applicable) own behalf and not as a representative, nominee, or trustee of any third party, unless valid documentation to the contrary is provided to the satisfaction of SFS. The Client further guarantees the authenticity, accuracy, and validity of all documents submitted to SFS both during the account opening process and throughout the entire duration of the contractual relationship.

22. CLIENT MONEY

(A) **Segregation of Funds:**

Unless otherwise specified in writing, Client money will be deposited by SFS in one or more segregated accounts with a financial institution, separate from SFS's own funds. This ensures that Client money is treated as belonging to the Client and will not, under any circumstances, be used by SFS to meet its own obligations. Client money will, however, be pooled with the funds of other clients. Accordingly, in the event of insolvency, an individual client will not have a claim against a specific amount in a specific account, but rather a proportionate claim against the overall Client money pool. SFS shall exercise due skill, care, and diligence in selecting, appointing, and reviewing the institutions where Client money is held. All segregated accounts will be established, maintained, and operated in accordance with applicable laws and regulations. SFS will issue instructions to the financial

institution(s) regarding the movement of Client money. Where the Client holds open positions, SFS reserves the right, at its sole discretion, to set off any unrealized losses against the Client money held to the Client's credit. This may involve transferring unrealized losses from the banking institution to an SFS account. Conversely, unrealized profits may be transferred from an SFS account to a Client money account.

(B) Third-Party Institutions:

SFS shall not be responsible for the solvency, acts, or omissions of any financial institution holding Client money.

(C) No Interest Payable:

SFS is not obliged to pay interest to the Client on money deposited.

(D) Margin Treatment:

As long as margin remains in the Client account, the Client agrees that ownership of the margin may be transferred to SFS as security. The margin shall be treated as a debt owed by SFS to the Client, and not as Client money, and may therefore be used by SFS, subject to its repayment obligation. The Client's account balance and equity remain unaffected, and trading activity may continue as usual.

(E) Withdrawals to Vault:

Subject to any restrictions under this Agreement, the Client may withdraw to their vault any amount equal to the free margin available in their Trading Account, provided sufficient funds exist.

(F) Deposits - Value Date and Fees:

Funds will be credited to the Client's Vault on the value date received by the financial institution, net of any transfer fees or charges imposed by the institution (or any intermediary).

(G) Deposits - Verification of Sender:

Funds will be credited to the Client's Trading Account only if SFS is satisfied that the sender is the Client. If SFS is not satisfied, it may reject and return the funds to the remitter, net of transfer fees or charges, using the same transfer method as originally received.

(H) Withdrawals – Method and Sender:

Withdrawals will be processed using the same transfer method and returned to the same remitter from whom the funds were originally received, net of any applicable transfer fees or charges.

(I) Alternative Withdrawal Methods:

SFS may decline a withdrawal request made via a specific method and may suggest an alternative.

(J) Documentation Requirements:

If SFS is not satisfied with the documentation provided by the Client in relation to a deposit or withdrawal, it reserves the right to return the funds to the remitter, net of transfer fees or charges, using the same method as originally received.

(K) Reversal by Financial Institution:

If the financial institution reverses any funds for any reason, SFS shall immediately reverse the corresponding amount from the Client's Trading Account, net of applicable fees or charges, using the same method as originally received. The Client accepts that this may result in a negative balance in their Trading Account.

(L) Client Portal Requests:

All requests relating to the administration of a Trading Account must be submitted through SFS's Client Portal to our Online Facility.

(M) Communication on Requests:

SFS will take reasonable steps to keep the Client informed about the progress of any requests made under the “Client Money” provisions, including expected processing times and any additional documentation required. Where documentation is missing or incomplete, SFS shall notify the Client. The Client should take note that in such an event, this may delay the processing of the request.

(N) Inactive Accounts:

If a Client’s Trading Account remains inactive for six (6) months, SFS reserves the right to apply an account maintenance fee of USD 15 (or the equivalent in another currency) to maintain the account, charged at a frequency that SFS deems proper, in accordance to its sole and absolute discretion. The Client may reactivate the account at any time upon successfully completing the applicable due diligence requirements, and the status of the Trading Account can be viewed through the Client Portal.

Low-Balance Accounts:

If a Client’s Trading Account Balance falls below USD 15 (or currency equivalent), SFS reserves the right, after notifying the Client, to close the account and apply a fee equal to the remaining Balance.

(O) Processing Times Information:

Clients may obtain details on the standard processing times for deposits and withdrawals via SFS’s website or through direct communication by email.

(P) Requests Verification:

SFS reserves the right to request additional information and/or documentation to verify the legitimacy of any deposit or withdrawal request. SFS may reject any such request if, in its reasonable opinion, the request appears illegitimate. The Client acknowledges and accepts that such circumstances may result in delays in processing.

23. CHARGES

(A) Applicable Charges:

Before engaging in CFD trading, the Client must consider all applicable charges, which may include spreads, commissions, swaps, or any other fees. It is the Client’s responsibility to seek clarification from SFS if they are uncertain about any of these charges.

(B) Charges in Percentage Terms:

Not all charges will necessarily be expressed in monetary amounts. Some may be shown as a percentage of the value of a CFD or another financial instrument. The Client must ensure that they fully understand the actual monetary impact of such percentage-based charges.

(C) Changes to Charges:

SFS reserves the right to amend, from time to time, any charges applicable to Clients when trading financial instruments, without prior written notice. The most up-to-date information on applicable charges will be published on our Online Facility.

(D) Deduction of Charges:

All applicable charges will be automatically and immediately deducted from the Client’s Trading Account.

(E) Spreads and Commissions:

Details of the applicable spreads (including any mark-up applied by SFS) and commissions for trades are available on the Online Facility.

(F) Swaps / Financing Fees:

- i. A swap, also referred to as a financing fee, is the interest applied (either credited or debited) for holding an open position overnight.
- ii. Depending on the type of position and the interest rates of the relevant currency pair, the Client

- may either receive or pay a financing fee. This process takes place daily at 23:59 SFS server time, with the resulting amount automatically converted into the Client's account base currency.
- iii. Swap rates may vary in amount and are subject to change based on prevailing interest rates and market conditions. SFS reserves the right to amend swap rates without prior written notice to the Client.

24. LIABILITY

(A) Good Faith:

SFS undertakes to execute all Client transactions in good faith.

(B) Third-Party Information Providers:

SFS shall not be held liable for any act or omission of a natural or legal person who provides information to SFS in connection with the execution of Client transactions in financial instruments, except where such act or omission results from SFS's gross negligence or fraud.

(C) Loss of Opportunity:

SFS shall not be liable for any loss of opportunity, including any reduction in the value of the Client's transactions in financial instruments, regardless of the cause of such reduction.

25. INDEMNITY

The Client agrees to fully indemnify SFS, and hold SFS, including, but not limited to, its stakeholders, employees, directors or officers etc., harmless, on demand, against any costs, losses, damages, or expenses arising from the provision of investment or ancillary services by SFS. This includes, without limitation:

- (I) any breach of this Service Agreement by the Client; and
- (II) any false, inaccurate, or misleading information provided by the Client to SFS.

26. DURATION OF THE SERVICE AGREEMENT

This Service Agreement shall take effect on the date specified in the *Commencement of the Agreement* section and shall remain in force for an indefinite period, unless and until terminated in accordance with its terms or upon the occurrence of an event of default.

27. AMENDMENTS TO THE SERVICE AGREEMENT

SFS may amend these Terms from time to time, in its sole discretion. Any amended version shall become effective on the date that the amended Terms are posted on our website, or, if we elect to deliver a notice to you, on the date displayed in the notice. If no date is specified in the notice, the amended Terms shall become effective immediately upon publication. By continuing to use our services after such publication or notice, you are deemed to have accepted and agreed to the amended Terms.

28. TERMINATION AND DEFAULT

(A) Client-Initiated Termination:

The Client may terminate this Service Agreement with fifteen (15) Business Days written notice, following the

announcement of an amendment under the *Amendments to the Service Agreement* section. Termination must be communicated either by registered post to SFS's registered address or by email to a designated recipient of SFS. Termination is only valid if the Client has no open positions in the relevant Trading Account and no outstanding obligations to SFS.

(B) SFS-Initiated Termination with Notice:

SFS may terminate this Service Agreement by providing the Client with at least seven (7) Business Days' written notice specifying the termination date.

(C) Mandatory Termination Events:

SFS shall immediately terminate the Service Agreement by delivering written notice to the Client, in the event of:

- i. any breach of the Service Agreement by the Client;
- ii. a bankruptcy filing, winding-up order, or similar proceedings involving the Client;
- iii. the death of the Client; or
- iv. any involvement of the Client in fraud affecting SFS.

(D) Client Obligations upon Termination:

Termination of the Service Agreement does not release the Client from any obligations. The Client remains liable to pay any amounts due to SFS, reimburse any expenses incurred as a result of the termination, and cover any damages arising from arrangements or settlements.

(E) Settlement upon Client-Initiated Termination:

If the Service Agreement is terminated under Clause 28(A), SFS shall promptly transfer any available Balance in the Client's Trading Account, after deducting any outstanding amounts owed by the Client to SFS.

(F) Reversal of Transactions:

If Clause 28(C) becomes applicable, SFS reserves the right to reverse any transactions deemed contrary to the interests of either SFS or the Client.

29. CONFIDENTIALITY AND PERSONAL DATA PROTECTION

(A) Data Responsibility:

SFS is responsible for handling and safeguarding the Client's personal data in accordance with the Mauritius Data Protection Act 2017, as amended, and applicable data protection laws and/or regulations.

(B) Confidentiality and Disclosure:

SFS shall not disclose any of the Client's confidential information to third parties, except where required by a competent regulatory authority or as otherwise mandated by law. Any such disclosure will be limited to the information necessary on a 'need-to-know' basis. In these circumstances, SFS will ensure that the third party is explicitly informed of the confidential nature of the information.

(C) Use of Data for Statistical and Marketing Purposes:

The Client acknowledges and consents that SFS may engage third-party service providers for statistical or marketing purposes. Any personal data disclosed for these purposes will be provided in an anonymized and aggregated format only, ensuring that individual Clients cannot be identified.

30. RECORDINGS OF TELEPHONE CALLS

(A) Recording and Use:

Telephone conversations between the Client and SFS (“**Telephone Records**”) may be recorded and stored electronically. The Client agrees that SFS may use these recordings as it considers necessary, including, without limitation, for resolving any disputes that may arise between the Client and SFS.

(B) Binding Instructions:

All instructions provided by the Client during a recorded telephone call relating to the trading of financial instruments shall be deemed conclusive and binding on the Client.

(C) Regulatory Disclosure:

SFS may provide copies of Telephone Records to any regulatory or competent authority without prior notice to the Client, as required by law or regulation, or, as requested by the requesting regulatory authority.

31. CONFLICTS OF INTEREST

(A) General Acknowledgment:

The Client acknowledges that conflicts of interest may arise when the interests of SFS compete with, interfere with, or appear to compete with or interfere with the Client’s interests under this Service Agreement.

(B) Specific Instances:

The Client accepts that, in particular:

- (I) SFS may simultaneously execute instructions from different Clients that are contrary or opposite to each other.
- (II) SFS may establish business relationships, including trading relationships, with issuers of financial instruments in which SFS may hold a financial interest.
- (III) SFS may pay commissions or other fees to third parties for introducing Clients.
- (IV) SFS may have interests, relationships, or arrangements that are material in relation to the investment, transaction, or service provided. Conflicts may arise when SFS has an economic or other incentive to act in a manner that favors its own interests.
- (V) In accordance with regulatory obligations, SFS has implemented a conflict of interest policy, communicated to all relevant employees, to identify, manage, and mitigate conflicts between SFS’s interests and those of its clients, or between clients. This framework ensures that SFS acts independently when transacting with or on behalf of Clients.
- (VI) In certain situations, proper management of a conflict of interest and fair treatment of the relevant parties may require SFS to decline to enter into a transaction with a Client. The Client agrees that SFS shall not be liable for any losses, damages, claims, or profits arising from its decision to decline a transaction pursuant to this Clause.

32. DIRECT CONTACT CONSENT

The Client consents that any communications received from SFS, whether related to this Service Agreement or for marketing purposes, shall not be considered a breach of the Client’s rights under this Service Agreement.

33. REPRESENTATIONS AND WARRANTIES

(A) Voluntary Agreement:

The Client represents and warrants that they have not been coerced or otherwise persuaded into entering this

Service Agreement.

(B) Legal Capacity:

The Client confirms that they are over eighteen (18) years of age if a natural person, or have full legal capacity if a legal entity, and are therefore legally able to enter into this Service Agreement.

(C) Powers of Attorney:

The Client acknowledges that SFS reserves the right, at its sole discretion and without prior notice, to revoke any Power of Attorney documents governing the relationship between the Client and any authorized representative, as and if applicable and as and if such Power of Attorney is accepted in writing by SFS in the first place.

(D) Solicitation and Compliance:

SFS is not engaged in any activity that constitutes solicitation of financial services. The Client confirms that they are fully aware of any and all requirements, restrictions, or reporting obligations imposed by their local jurisdiction in connection with entering this Service Agreement and any trading activity conducted with SFS, and undertakes to comply with all such applicable requirements.

(E) Suitability of Trading:

The Client represents that any trading in financial instruments is proportionate and appropriate to their financial situation, and that independent financial advice has been obtained or will be sought if necessary.

(F) Trading Platforms:

The Client agrees that all transactions in financial instruments will be conducted exclusively through SFS's trading platform(s) available to the Client at any given time.

(G) Contract Specifications:

The Client acknowledges and accepts the contract specifications for each financial instrument, as published on the Online Facility. The Client further accepts that SFS may amend these contract specifications at any time without prior written notice.

(H) Joint and Several Liability:

If the Client comprises more than one natural or legal person, all such persons shall be jointly and severally liable under this Service Agreement. In such cases, any communication, including notices or orders, sent by SFS, shall be deemed delivered to all persons forming the Client. The Client agrees to be bound by all reasonable steps taken by SFS to ensure compliance with applicable laws and regulations.

(I) Lien on Trading Account:

The Client agrees that SFS shall have a lien over any amounts held in the Client's Trading Account that are due to SFS. While SFS is not required to obtain the Client's consent to exercise this lien, it shall notify the Client of its intention to do so.

(J) Right to Debit Account:

The Client represents and agrees that, where any amounts are due for payment to SFS, SFS is entitled to debit the Client's Trading Account accordingly.

(K) Account Activity:

The Company reserves the right to review any deposit or withdrawal request. Where a Client requests a withdrawal of funds without any trading activity or with minimal activity that may reasonably indicate, indicatively, but not exhaustively, attempted chargeback risk, bonus misuse (if applicable), or any behavior inconsistent with normal trading operations, the Company may request additional information, documentation, or a written explanation, to be provided by the Client. Such review shall not be used to compel the Client to trade. The Company shall, provided that it is satisfied with the information and documentation to be provided by the Client

(to be determined by the Company, in its sole discretion), process withdrawals promptly once the required verification and/or clarification is completed and shall not restrict a Client's right to withdraw their own funds.

(L) Scalping:

Scalping is strictly prohibited at SFS and constitutes market abuse. Scalping includes, without limitation, exploiting internet latencies, delayed or off-market pricing, erroneous quotes, high-frequency trades targeting minimal tick movements rather than genuine market fluctuations, or any opening and closing of positions in rapid succession to gain unfair advantage, irrespective of whether positions are held for any set amount of time. For the avoidance of doubt, SFS retains full discretion to determine if any trading behavior or pattern, constitutes scalping.

For the avoidance of doubt, any position opened and closed within a period of three (3) minutes shall be classified as a scalping trade. Rebates, commissions, or any other form of remuneration arising from such transactions shall be deemed null and void and will not be calculated, credited, or recognized.

If SFS determines that a client has engaged in scalping, whether directly or indirectly, SFS reserves the right to:

- (A) Adjust or restrict the client's account, including spreads, liquidity, and trading conditions;
- (B) Void or cancel any trades deemed part of scalping activity;
- (C) Close positions involved in scalping at prevailing market prices;
- (D) Suspend or terminate the client's account and access to SFS trading systems immediately;
- (E) Reclaim any profits, gains, or benefits arising from scalping activity.

Clients shall not circumvent this prohibition through sub-accounts, proxy accounts, third-party arrangements, algorithmic or automated trading strategies, or any other method designed to replicate scalping behavior. SFS may exercise its rights regardless of any trading losses incurred by the client, and no delay or partial enforcement shall be construed as a waiver of SFS's authority to enforce this clause. All trading activity is monitored continuously, and by using SFS trading services, the Client acknowledges and agrees that any form of scalping is strictly forbidden and subject to the measures described herein

34. FORCE MAJEURE EVENT

(A) Determination and Notification:

SFS shall determine, at its reasonable discretion, whether a force majeure event has occurred. In such cases, SFS will take all reasonable steps to notify the Client.

(B) Definition:

A force majeure event includes, but is not limited to, any natural, technological, political, governmental, social, economic, or "act of God" event or circumstance that arises after a transaction in a financial instrument has been executed and was not reasonably foreseeable at the time the transaction was entered into. This definition also includes illegitimate actions against SFS's servers or systems that are beyond the control of either the Client or SFS.

SFS's Rights in the Event of Force Majeure:

If SFS determines that a force majeure event has occurred, and without prejudice to any other rights of the Client under this Service Agreement, SFS may, at its discretion:

- (i) increase margin requirements;
- (ii) adjust spreads;
- (iii) reduce leverage;
- (iv) close, in good faith, any open positions at prices SFS deems reasonable;
- (v) request amendments to any closed positions;
- (vi) suspend the provision of investment or ancillary services to the Client; and/or

- (vii) amend any terms of this Service Agreement immediately, to the extent that compliance becomes impossible for SFS.

35. GOVERNING LAW AND JURISDICTION

(A) **Governing Law:**

The Client agrees that this Service Agreement, together with any investment or ancillary services provided under it, shall be governed by and construed in accordance with the laws of the Republic of Mauritius.

(B) **Jurisdiction:**

The Client further agrees that any disputes, proceedings, or claims arising out of or in connection with this Service Agreement shall be submitted to the exclusive jurisdiction of the competent courts of the Republic of Mauritius.

36. MISCELLANEOUS

(A) **Communications:**

Unless otherwise instructed, the Client shall provide any notice, instruction, request, or other communication to SFS in writing, sent to SFS's registered office address as listed on the *Contact Us* page. Such communications shall be deemed effective upon receipt by SFS.

(B) **Non-Assignment by Client:**

The Client may not, under any circumstances, assign or transfer any of their rights or obligations under this Service Agreement to any other natural or legal person.

(C) **Assignment by SFS:**

SFS may, in its sole and absolute discretion, assign or transfer any of its rights or obligations under this Service Agreement, in whole or in part, to another natural or legal person, provided that such person agrees to be bound by the terms of this Service Agreement.

(D) **Applicability of SFS's website policies:**

SFS's policies, as can be found on SFS's website, form an integral part of this Client Agreement, and shall be read and construed as one and the same document, unless SFS dictates in writing otherwise. SFS may amend the said policies (either in whole or in part) from time to time, at its sole discretion. Any amended version shall become effective on the date that the amended policy/ies (as applicable) are posted on our website, or, if we elect to deliver a notice to you, on the date displayed in the notice. If no date is specified in the notice, the amended policy/ies (as applicable) shall become effective immediately upon publication on our website. By continuing to use our services after such publication or notice, you are deemed to have accepted and agreed to the amended policy/ies (as applicable). In the event where the terms of our policy/ies (as applicable) conflict with any of the terms in this Client Agreement, the terms of this Client Agreement shall prevail.

37. SEVERABILITY

If any provision of this Service Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be severed, and the remaining provisions of the Service Agreement shall continue in full force and effect.

38. COMPLAINTS

If you are **dissatisfied** with any of our services, you can send your complaint to SFS. SFS will handle your complaint in accordance to our 'Complaints Handling Policy' which can be found on our website. Please bear in mind that to be assessed, your complaint must be compliant with the particularities outlined in the above policy.

39. FAQs AND CONTACT INFORMATION

Any questions regarding these Terms and Conditions should be directed, in the first instance, to the customer support department, which can be reached via email at support@stonefortsecurities.com.

40. PERSONAL DATA & CONFIDENTIALITY

- (A) SFS acknowledges that all confidential information relating to the Client's personal details constitutes a valuable, special, and unique asset belonging exclusively to the Client. Such information shall not be used to advance the interests of any party other than the Client.
- (B) SFS shall implement appropriate technical, organizational, and administrative measures to safeguard the Client's personal data against unauthorized access, use, disclosure, alteration, or destruction, in accordance with the Mauritius Data Protection Act 2017, as amended, and applicable data protection laws and/or regulations.
- (C) SFS will protect the Client's rights to privacy, confidentiality, and anonymity in respect of all information furnished to SFS. All such data shall be collected, stored, and processed fairly, lawfully, and for specific, legitimate purposes only.
- (D) SFS and its affiliates may use the Client's information to keep the Client informed about products, services, and promotional offers (including those of third parties) which SFS reasonably believes may be of interest to the Client, using communication methods including, but not limited to, postal mail, facsimile, electronic communication, and telephone.
- (E) SFS may collect Client information directly from the Client (via application forms, SFS's website, or other communication channels), or indirectly from third-party sources such as credit reference agencies, fraud prevention databases, and publicly available registers.
- (F) SFS will use, store, process, and handle the Client's personal data strictly for the purpose of providing our services under the Agreement, and in accordance with the applicable laws and/or regulations of Mauritius.
- (G) Client information that is publicly available or lawfully held by SFS without confidentiality obligations, shall not be deemed confidential.
- (H) SFS may disclose Client information, records, and documents of a confidential nature without prior notice to the Client, where such disclosure is reasonably necessary for the provision of SFS's services under the Agreement, for compliance with legal or regulatory obligations, or to safeguard SFS's legal rights and obligations. Such disclosure may occur in the following circumstances:
 - (I) Where disclosure is required by law, regulation, or order of a competent court;
 - (II) Where requested by the FSC or any other regulatory authority, exchange, or governmental agency with

- jurisdiction over SFS or any SFS affiliate¹;
- (III) To competent authorities for the purposes of preventing or investigating fraud, money laundering, terrorist financing, or other criminal or unlawful activities, including disclosures to credit reference agencies, fraud prevention agencies, and other financial institutions;
 - (IV) To third parties, to the extent necessary, for the execution of Client instructions, orders, or any ancillary purposes directly related to the provision of our services under the Agreement;
 - (V) For purposes of Client due diligence, identity verification, credit assessment, or for the statistical or risk analysis of SFS's business;
 - (VI) To SFS's professional advisers (including legal, tax, or audit advisers), provided that such advisers are subject to written confidentiality obligations no less restrictive than those set forth herein;
 - (VII) Where necessary to establish, exercise, or defend SFS's legal rights or interests;
 - (VIII) Where expressly requested or consented to by the Client;
 - (IX) To any SFS affiliate, subject always to equivalent confidentiality and data protection obligations.

¹ In this context, 'SFS affiliate' means any person or entity directly or indirectly controlling, controlled by or under common control with the Company, where control may be by either management authority, equity interest or otherwise.

“APPENDIX”

Term	Definition
Access Code	The unique username and password allocated to the Client for accessing SFS's Online Facility.
Account / Trading Account	An account assigned a unique number and maintained by the Client for trading financial instruments through SFS's trading platforms.
Affiliates	A natural or legal person engaged by SFS to promote, market, or refer potential clients to SFS through approved promotional channels. An Affiliate operates solely as a marketing and referral partner and shall not provide investment advice, portfolio management, financial intermediation, or any activity that constitutes a regulated financial service. The Affiliate's role is limited to client referral, traffic generation, and promotional activities using SFS-approved material and methods, in accordance with all applicable laws, regulations, and the SFS's compliance guidelines.
Agreement / Client Agreement / Service Agreement	Legally binding contract between SFS and the Client.
Algo Trading	Automated trading using software or algorithms.
Alternate Counterparty	A natural or legal person that is onboarded by SFS as either an Introducing Broker or an Affiliate, and who/ which (as applicable) enters into a contractual relationship with SFS in that capacity. An Alternate Counterparty is not a Retail Client or a Professional Client, and shall be subject to the rights, obligations, and limitations applicable to its category as set out in these Terms and any related agreements to be entered into with SFS.
Authorized Representative	Authorized Representative or Attorney: Refers to any individual expressly authorized by the Client to act on their behalf. This authority must be documented through a Power of Attorney, a copy of which is retained by SFS. No Authorized Representative and/or Attorney and/or Power of Attorney shall have any power and/or effect and/or authority whatsoever, unless SFS accepts, in writing, unconditionally and unequivocally, that the Authorized Representative or Attorney or Power of Attorney holder, shall have the right to be representing the Client in all respects.
Balance	Means the total funds available in a Trading Account of the Client, that can be used for trading financial instruments.
Balance Currency	Refers to the currency in which the Client's Trading Account is denominated. All charges, including spreads, commissions, and swaps, will be calculated in this currency.
Best Execution	Means the method whereby the Company seeks to achieve the best terms for a Client taking into account the risk objectives, capital horizons and liquidity preferences. The Company will arrange to execute securities brokerage transactions for your assets through broker-dealers that we reasonably believe will provide “best execution”. We seek best execution as whether the transaction represents the best qualitative execution. We take into consideration the full range of a broker-dealer's services, including the value of research provided, execution capability, commission rates, and responsiveness. The Company will seek competitive commission rates, but we may not necessarily obtain the lowest possible commission rates for

	account transactions. It is important to note that we do not have discretion to negotiate commission rates.
Business Day	A day when banks in Mauritius operate.
CFD	Derivative allowing speculation without underlying ownership.
Client	Refers to the natural or legal person who receives the email confirming their Trading Account opening, as defined in Clause 4 of the Agreement.
Client Money	Means any money received from the Client and held by SFS. It is calculated as the funds deposited in the Trading Account, adjusted for any realised or unrealised profit or loss, and any amounts owed by either the Client to SFS or vice versa.
Closed Position	Refers to any trading position that has been fully closed and is no longer active.
Commission	Fee charged for executing transactions.
Confirmation	A statement confirming executed transactions.
Counterparty	Party with whom SFS hedges exposure.
Eligible Counterparty	Highly sophisticated entity with lowest regulatory protection.
Equity	Means the total of the Trading Account Balance plus or minus any profit or loss from open positions.
Fair Stop Out	Refers to the process of closing positions with the highest margin when the Margin Level falls below the required minimum.
FIAMLA / FIAML	Mauritius AML/CFT regulations.
Force Majeure Event	Unforeseen events beyond SFS's control.
Free Margin	Refers to the funds available to open new positions. It is calculated as: $\text{Free Margin} = \text{Equity} - \text{Margin}$
FSC	Financial Services Commission of Mauritius.
Incentives	Bonuses or promotional benefits offered by SFS.
Introducing Broker	A natural or legal person engaged in the promotion of SFS's activities via offline methods, who/which (as applicable) may at any time under the respective agreement to be entered into between them and SFS, introduce prospective Clients to SFS.
Leverage	Trading exposure greater than deposited margin.
Margin	Refers to the funds required in a Trading Account to maintain an open position.
Margin Call	Request for additional funds.
Margin Level	Means the ratio of Equity to Margin, calculated as: $\text{Margin Level} = \text{Equity} \div \text{Margin}$
Manifest Error	Clear/obvious mistake in pricing or execution.
Market Abuse / Scalping	Prohibited manipulative trading behaviour.
MLRO	Money Laundering Reporting Officer.
Online Facility	SFS electronic trading systems.
Open Position	Refers to any trading position that has not been closed. For example, an open long position not offset by an opposite short position, and vice versa.
Other Third-Party Partners	External providers supporting SFS operations.
Professional Client	(a) The Government of Mauritius; (b) a statutory authority or an agency established by an enactment for a public purpose; (c) a company, all the shares of which are owned by the Government of Mauritius or a body specified in paragraph (b);

	(d) the Government of a foreign country, or an agency of such Government; (e) a bank; (f) a collective investment scheme; (g) a collective investment scheme manager; (h) a pension fund or its management company; (i) a closed-end fund; (j) an insurer; (k) an investment adviser; (l) an investment dealer; (m) an investor that warrants, at the time of entering into a securities transaction, that – (i) its ordinary business or professional activity includes the entering into securities transactions, whether as principal or agent; (ii) in case he is a natural person, his individual net worth or joint net worth with his spouse exceeds 1 million USD, or its equivalent in another currency; or (iii) it is an institution with a minimum amount of assets under discretionary management of 5 million USD, or its equivalent in another currency; or (n) a person declared by the Mauritius Financial Services Commission to be a professional client.
Professional Services	External services to SFS (legal, tax, audit).
Prospective Client	Refers to any natural or legal person who/ which (as applicable) has completed the application form available at our Online Facility, but who/ which (as applicable) has not been onboarded as a Client of the Company yet, in accordance to Clause 4 of the Agreement.
Quoting Error	Technical/typographical price mistake.
Reference Asset	Underlying instrument from which derivative is priced.
Retail Client	That category of clients, who/which (as applicable) are not categorized as Professional Clients or Alternate Counterparties.
Spread	Difference between bid and ask price.
Swap / Financing Fee	Interest applied for overnight positions.
Trading Account	Refers to the account assigned a unique number, maintained by the Client, and used for trading financial instruments via SFS's trading platform(s).
Underlying Market	Refers to the exchange, trading venue, liquidity pool, or any other recognised body where a financial instrument is listed or traded, as the context may require.
Value Date	Means the settlement or delivery date on which funds are to be transferred or received.
Vault	Refers to a separate account, assigned a unique number, maintained by the Client for the purpose of conducting funding-related activities, including deposits, withdrawals, or transfers.



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SECURITIES