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TRADINGPRO CLIENT AGREEMENT

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1 Introduction

- 1.1 This is a binding legal contract between TradingPro (Pty) Ltd (Registration No.: 2014/202132/07), a financial services company incorporated under the laws of South Africa and is regulated by the Financial Sector Conduct Authority (FSCA) under license number FSP 49624 whose registered office is at 3 Clive Court Ground Floor, 169 Lancaster Grove, Parkhill, Durban, 4319 South Africa (hereinafter referred to as "we", "our", "us" or "TradingPro") and the party(parties) (hereinafter referred to as the "Customer", "you" or "your") executing this agreement ("Agreement").
- 1.2 This Agreement, together with our Risk Disclosure Notice, Privacy Policy, Order Execution Policy, Cookies Policy, AML Policy and additional policies as we may from time to time introduce to you represents the terms with which we will conduct business with you. By engaging with us, you acknowledge that our services and this Agreement are deemed to be executed at our place of incorporation
- 1.3 You are responsible for checking our website periodically in order to review the latest version of the Agreement. Should you have any inquiries, our contact details are outlined in Clause 21 - "Communicating with You."
- 1.4 Any special events or programs and related services offered by us and detailed on our Platform are governed by their specific rules and conditions, which serve as amendments to this document.
- 1.5 You must be at least 18 years of age to use our Services.
- 1.6 BY USING OUR SERVICES OR OPENING A TRADING ACCOUNT WITH US, YOU GIVE YOUR IRREVOCABLE ACCEPTANCE OF AND CONSENT TO THE TERMS OF THIS AGREEMENT, INCLUDING THOSE ADDITIONAL TERMS AND CONDITIONS AND POLICIES REFERENCED HEREIN AND/OR LINKED HERETO. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT USE OUR SERVICES OR ACCESS OUR PLATFORM.

2 Our Services

2.1 Our Services

The "Services" offered by us encompass a diverse range of financial and trading resources designed to enhance your trading experience:

- a. our online trading platform, accessible at <https://www.tradingpro.com/> ("Platform");
- b. our trading instruments/facilities;

- c. the processing or execution of your trading orders utilizing our trading instruments/facilities;
- d. the access to third-party software, including but not limited to Meta Trader 4 and Meta Trader 5;
- e. our collection of technical and data analysis tools;
- f. the settlement services related to your transaction(s); and
- g. any other services, software, and mobile applications we may introduce periodically.

2.2 New Features

Any new features, enhancements, additions, or augmentations to the Services, as well as any new software provided as part of the Services, fall under the governance of this Agreement. We retain all rights to the software not explicitly granted to you under this Agreement.

2.3 Excluded Services

For the avoidance of doubt, any third-party scripts or code linked or referenced within the Services are licensed to you by the respective third-party owners, not by us.

2.4 Our Rights pertaining to Our Services

We reserve the right to alter, suspend, or discontinue any aspect of our Services at any given time, subject to applicable local laws and required notices. This includes the potential release of services or features in a beta version, which may not operate as anticipated or as the final version might. We accept no liability for the performance of these beta services. We also reserve the right to impose limits on certain features or restrict access to parts or all of the Platform or Services at our sole discretion, without prior notice or liability.

3 Limitations to Our Services

3.1 General Advisory and Information Disclaimer

The content and guidance provided in this Agreement or on our Platform are for general informational purposes only and do not take into account your individual circumstances, financial goals, or needs. We do not offer personalized trading or investment advice, including recommendations on opening, maintaining, or closing trades with us. It is your responsibility to assess our products' features and risks and to seek independent counsel to verify their suitability for your trading activities.

3.2 Market Information and Advice

Updates on financial market news available on our Platform are derived from public sources and do not necessarily represent our views. We do not provide trading recommendations or any specific information intended to influence your trading decisions. Further, explanations or insights offered during trades or regarding trade performance are informational and should not be interpreted as personalized advice on investments or taxation.

3.3 Platform's Terms and Conditions

When engaging in trading activities on our Platform, please be mindful of the following conditions:

- (a) trades and investments must exclusively be conducted with us on our Platform;
- (b) all trades initiated on our Platform are to be completed within the same environment.
- (c) products purchased on our Platform are to be sold solely through our Platform and not transferred or sold externally;
- (d) the transfer of products into or out of your trading account, or to a third party, is restricted;
- (e) our pricing may not align with other brokers, market prices, or those found on other exchanges or trading platforms; and
- (f) all trading activities are subject to the terms of this Agreement, our Order Execution Policy, and any other policies we may introduce from time to time.

3.4 Underlying Assets Disclaimer

By trading with us, you acknowledge that no physical ownership, rights, or delivery of any underlying assets is conferred. Transactions do not involve the exchange of one underlying asset for another. For the purpose of this Agreement, an "underlying asset" refers to the asset or instrument that is the basis of your order or contract and determines its value.

3.5 Restricted Countries

Due to legal restrictions and our internal policies, we may not offer our Services in certain countries, referred to as "restricted countries." Should you reside in one of these countries, your access to our Services could be limited. The composition of this list and the scope of available Services are subject to change. For the latest information, we encourage you to get in touch with us.

3.6 Blocked Countries

Residents of Canada, the United States of America, and other countries identified as "blocked countries" based on applicable laws or our internal determinations are

ineligible for creating a trading account with us. This exclusion list is reviewed and may be revised periodically.

3.7 Service Availability in Blocked Countries

Services may not be accessible within blocked countries. If you travel to a blocked country, you might face restrictions on accessing your trading account and our Services. We disclaim liability for any and all losses stemming from such access limitations.

4 Risks of Using Our Services

4.1 Financial risks

The fundamental risk of using our Services is the potential loss of all funds deposited into your trading account. Trading or investing money that you cannot afford to lose is highly discouraged. Understanding the risks involved in light of your financial resources, experience level, and risk appetite is crucial before engaging in trading activities. Consultation with an independent financial advisor is recommended if necessary.

4.2 Market variability

Your actual returns and losses will depend on various factors, including market behaviour, movement, and the size of your trades.

4.3 Investment fluctuations

The value of your investments can increase or decrease, reflecting the volatile nature of financial markets.

4.4 Past performance

It is important to note that past performance does not predict future results.

4.5 Currency risks

Your trading account and our Services operate in US Dollars. Consequently, transactions with us involve a foreign exchange risk if your transactions are not exclusively in US Dollars.

4.6 Detailed risk disclosures

More comprehensive details on the risks associated with our Services are available in the Risk Disclosure Notice accessible on our Platform.

4.7 Trading platform risks

Engaging in digital platform trading, such as on our Platform, carries risks including but not limited to:

- (a) device failure or battery issues;

- (b) connectivity problems due to weak internet or mobile networks, potentially leading to connection difficulties or delays;
- (c) security breaches through hacking or malicious software, risking information and asset loss;
- (d) incompatibility or incorrect settings of your device with our Platform; and
- (e) hardware or software malfunctions on your side or ours.

5.7 Mobile accessibility

If you use mobile devices to access your trading account or our Platform, kindly be aware that some features on our Platform may not be accessible or fully functional on mobile devices.

5.8 Self-responsibility

It is your responsibility to monitor your trades. If you encounter issues such as missing orders or trades on our Platform, or any other concerns with your trades, you are urged to contact us immediately.

6 Conflicts of Interest

7.1 Act in Your Best Interest

We are committed to acting in your best interest when delivering our Services. Nonetheless, situations may arise where your interests might conflict with ours or those of another client. Instances of potential conflicts include:

(a) Hedging Transactions

We may conduct hedging transactions to manage our risk before or after we enter into a transaction with you. This could affect the transaction price, and we may retain any profits from such hedging. It's important to note that we are not obligated to hedge transactions.

(b) Third-Party Arrangements

We might engage in arrangements with third parties or other clients, involving payments to or from them based on your trading activity or volume, in compliance with the Applicable Laws. These payments may involve rebates, commissions, widened spreads, and profit sharing.

(c) Fees and Commissions

Fees, commissions, or non-monetary benefits may be paid or received by us, provided they are allowed under Applicable Laws.

(d) Affiliate Dealing Charges

We may share dealing charges with our affiliates or receive remuneration from them for transactions executed on your behalf.

(e) Counterparty Trades

Entities such as TradingPro (SVG), TradingPro (Vanuatu), or an affiliate may act as the counterparty in trades you execute.

(f) Pricing Authority

We set the prices for instruments and products available on our Platform. Consequently, our prices may differ from those offered by other brokers, the market price, or prices on exchanges and trading platforms.

7.2 Managing Conflicts

To manage potential conflicts effectively, we have established several internal policies and arrangements, available on our Platform. Additionally, the conflicts described, especially those related to trading, are governed by objective criteria outlined in our Order Execution Policy.

8 Account Registration and Management

8.1 Comprehensive Service Discretion

We assert the comprehensive right to decline the provision of our Services, deny access to our Platform, or refuse the creation of accounts for any entity or individual, based on our discretion.

8.2 Account Opening Process

Initiating a trading account with us involves a thorough registration process via our Platform, designed to gather essential information for account setup and verification.

You will first be required to select a distinct User ID and password alongside the provision of specific personal details. Subsequently, you will be (and continue to be) subjected to our customer due diligence and know your customer ("KYC") procedure before we may onboard you or continue to provide our Services to you. In connection with this, you hereby authorize us to conduct background checks on you through any credit reporting agency as part of our KYC procedure and in compliance with the applicable Anti-Money Laundering and Anti-Terrorism Financing guidelines ("AML"). The background checks will include but are not limited to, credit checks, politically exposed persons ("PEP"), sanctions checks, adverse media checks, identity of the ultimate beneficial owner. You are required, upon our request and from time to time, to provide us with information and/or copies of documents relating to, amongst others, your corporate structure, incorporation and statutory documents, and nature of business as part of our KYC procedure.

8.3 Validation of Information

We meticulously evaluate the accuracy and validity of information provided during the registration phase. Accounts may be refused or discontinued if discrepancies or inaccuracies are identified.

8.4 Strict Document Authenticity Verification

You bear the sole responsibility for the genuineness of submitted documents or their copies. We reserve the right to authenticate these documents with relevant law enforcement authorities if suspicions arise, with forgery leading to legal repercussions as per the issuing country's regulations.

8.5 Appropriateness Assessment for Retail Clients

It is imperative for retail clients to complete our detailed appropriateness assessment. This evaluation scrutinizes your financial conditions and understanding of the products we offer, ensuring a match with your trading competence and risk tolerance. The integrity of the information you furnish during this assessment is critical, as it forms the basis of our provision of Services unless duly updated by you

8.5 Active Account Requirement

We mandate that accounts exhibit transactional activity within 60 days of opening to avoid termination, encouraging active engagement with our Services.

8.7 Transactional Transparency

Our commitment extends to providing a precise and truthful transaction history in your client terminal, aligned with the specific account type's parameters detailed on our Platform.

8.8 Third-Party Services Access

You may be able to use your trading account to gain access to other products, websites or services to which we have enabled access or with which we have tied up or collaborated. We have not reviewed, and assume no responsibility for any third-party content, functionality, security, services, privacy policies, or other practices of those products, websites or services. If you do so, the terms of service for those products, websites or services, including their respective privacy policies, if different from our Agreement, may also apply to your use of those products, websites or services

8.9 Mandatory Account Security Measures

The onus of maintaining the confidentiality of your trading account details, ensuring secure logouts post-session, immediate reporting of unauthorized access, and keeping your account data current, lies squarely on you. You are fully accountable for all activities under your trading account, irrespective of your direct involvement.

8.10 Account Suspension or Termination Protocols

You agree that we may for any reason, in our sole discretion and with or without notice or liability to you or any third party, immediately suspend, freeze or terminate your trading account, remove or discard from our Platform any content associated with your trading account, withdraw any promotions offered to you, cancel any order associated with your trading account, temporarily or in more serious cases permanently withhold all your orders, and/or take any other actions that we deem necessary.

Grounds for such actions may include but are not limited to, actual or suspected (a) extended periods of inactivity, (b) violation of the letter or spirit of this Agreement, (c) illegal, fraudulent or abusive behaviour, (d) abnormal transaction or activity, (e) violation of the Applicable Laws, or (h) behaviour that is harmful to our business interests. In addition, the use of your trading account for illegal, fraudulent or abusive purposes may be referred to law enforcement authorities without notice to you. If a legal dispute arises or law enforcement action is commenced relating to your trading account or your use of the Services for any reason, we may terminate your trading account immediately with or without notice.

9 Deposits and Withdrawals

9.1 Right to Deposit and Withdrawal

Upon completion of the aforementioned verification and validation process, you are then entitled to deposit into and withdraw from your trading account using only the payment systems provided on our Platform, subject to the deposit charges in accordance with Clause 10 (Fees and Charges).

9.2 Recognition of Payment Completion

The completion of payment for our services is recognized at the moment all corresponding funds are fully credited to our account.

9.3 Third-party Funding

Should your trading account be funded by a third party, we reserve the right to cancel such deposits or to return previously deposited funds. In these instances, funds will be reverted to the original payment details used for the deposit.

In the occurrence of such an event, you will bear all related costs for the fund's transfer. We will not cover any losses resulting from mandatory position closures in your account. Any losses incurred before the deduction of funds from your trading account will be deducted from the amount to be refunded.

Similarly, any profits earned prior to the removal of funds are not eligible for a refund. Please note that anonymous credit cards are strictly prohibited for use in transactions.

9.4 Liability for Deposit Delays

We assume no responsibility for the outcomes of trading operations on your account due to any delays in depositing funds. You are solely responsible for managing the risks of financial loss that may arise from such delays.

9.5 Direct Transfer Notification Requirement

In the event we allow you to, and you choose to fund your trading account through a direct transfer to our bank details, it is mandatory for you to provide a deposit notification within our Platform.

9.6 Withdrawal Requests

Withdrawal from your trading account is permissible only after you have completed the verification process within our platform. When conducting a withdrawal, you will incur all related costs for the transfer of funds in accordance with Section 10 (Fees and Charges).

You are permitted to withdraw your funds exclusively to the payment systems originally used for deposit within our platform. Primarily, funds will be reverted to bank cards. Should withdrawal to the original payment systems not be feasible, you may opt for a bank transfer directly to your bank account.

An additional commission may be applied if you use different payment systems for depositing and withdrawing funds. This commission is calculated based on the expenses we incur while processing your withdrawal request.

9.7 Withdrawal Data

You are responsible for ensuring the accuracy of the information provided in your withdrawal application. Incorrect or invalid details may result in processing delays or the inability to complete your request.

We reserve the right to refuse a withdrawal request if you attempt to use the same payment system for both deposit and withdrawal but provide different bank details. This policy is in place to prevent fraudulent activities and ensure the security of financial transactions.

We are committed to transferring your funds to the payment details specified in your withdrawal application within two working days after its approval as shown in your trading account.

9.8 Withdrawal Postponement for Payment System Outages

Deposits and withdrawals are processed during the working hours of our office, which operates from 9:00 AM to 12:00 AM GMT+8 daily. Should the payment system experience interruptions, we retain the right to delay your withdrawal until the system's operations resume.

9.9 Negative Balance

In the event of a negative account balance, we are authorized to offset this balance without further consent by transferring funds from any other account within your Members Area, or from an account belonging to another Members Area linked to you, based on our assessment of a connection between the accounts.

9.10 Prevention of Illegal Activities

We pledge to take all necessary actions to prevent illegal financial operations and money laundering using our resources, adhering to strict compliance and regulatory standards.

We reserve the right to deny withdrawal requests containing third-party payment details to comply with anti-fraud and financial regulation standards, ensuring the safety of your funds and our financial operations.

10. Our Fees

10.1 Execution Fee - Spread Charges

For every order executed on your behalf, we levy a charge known as a "spread," which represents the difference between the sell and buy prices of your order. This spread varies by product type and is detailed on our Platform. We provide an estimated total spread for each order you place. However, exact amounts may fluctuate due to changes in the spread between the time an order is made and when it is executed.

10.2 Market Condition Variability

Market conditions can cause spreads to widen beyond typical levels shown on our website or platform. For instance, trading in off-market hours for certain instruments may incur wider spreads due to decreased market liquidity and the potential for increased volatility. Wider spreads during these times are applied to accommodate these factors.

10.3 Other Fees

(a) Transfer Fee

Depositing into your trading account may incur a transfer fee if the payment method imposes a charge on us.

(b) Withdrawal Fee

Withdrawing from your trading account may incur a transfer fee if the payment method imposes a charge on us, which will be deducted from your withdrawal amount.

(d) Currency Conversion Fee

Converting funds into US Dollars incurs a fee.

(e) **Service-specific Fees**

While the aforementioned fees apply across all Services, we may from time to time introduce new Services and such specific Services may incur additional charges which we will obtain your consent before charging you such fees.

10.4 Full Fee Disclosure

For a detailed breakdown of fees, costs and charges related to our Services, please refer to the relevant Fees and Charges Section on our Platform. We periodically update our fee structure, and it is your responsibility to stay informed of any changes that may affect your trading activities and use of our Services.

10.5 Account Balance Deductions

You further acknowledge that any and all amounts owed to us will be deducted from your trading account balance.

11 Initiating Transactions

11.1 Display of Quotes

The Platform showcases indicative prices for buying and selling each product, known as a "quote". It's important to understand that a quote does not constitute an offer by us to buy or sell any products. While we generally do not offer quotes over the phone, we reserve the right to do so at our discretion.

We hold the responsibility for setting the prices of instruments and products available for trading on the Platform. Consequently, the quotes provided by us may differ from those offered by other brokers, market prices, and the current prices on any exchanges or trading platforms.

In providing a quote, we may consider prices from brokers, the market, or any exchanges or trading platforms. However, we are not obligated to do so. Furthermore, we do not guarantee that our quotes will align with a specific percentage of these external prices.

11.2 Quote Adjustments

Should there be distortions in market prices, such as short-term price spikes, or variations during pre-market, post-market, or intra-day auction periods, our quotes may reflect these anomalies. However, kindly take note that we are not obligated to adjust our quotes in response to these market conditions.

In instances where the underlying market or exchange is closed, our quotes may represent what we believe to be the current bid and ask prices of the

relevant product, or for CFDs, the underlying product. This approach is discretionary, and we are not bound to provide these adjusted quotes.

11.3 Constantly Updating Quotes

Be aware that quotes are subject to constant updates. This means the buy or sell price may vary from the moment you place your order to when we execute it. However, please rest assured that we will inform you of the executed price of your order.

12 Enter into Transactions

12.1 Placing an Order

An order is defined as any instruction you send us to buy, sell, or manage financial products. This encompasses a range of order types, such as limit orders, stop loss orders, and take profit orders, among others available through our Platform. For an order to be actionable, it must first be accepted by us. For further details on how you can modify, cancel, or in certain instances, why we might not accept your order, please refer to Clause 13 (Order Modifications, Cancellations and Acceptance Criteria).

12.2 Management of Stop Loss Order

Specifically regarding stop loss orders, it's important for you to understand that we reserve the right to adjust the stop loss rates we accept at any moment, including for existing open positions. Changes to stop loss rates may be made with minimal or no prior notice, especially in response to Exceptional Events (as defined hereinafter). Any adjustments we make will adhere strictly to the Applicable Laws.

12.3 Methods of Order Placement

Orders can be placed using our Platform. While we primarily accept orders through this medium, there may be instances where we choose to accept orders over the phone at our discretion.

12.4 Order Execution Authenticity

We commit to executing orders submitted through your trading account, assuming these orders are genuinely from you or authorized by you. It's imperative to exercise caution when placing orders. Should you inadvertently place duplicate or erroneous orders, we will proceed under the assumption they were intentional and execute them without further verification.

12.5 Trade Execution Following Acceptance

Upon accepting your order, we will execute it based on any specific directions you provide. Such executed orders constitute a trade. Available instructions on our Platform, subject to change, include but are not limited to market orders, limit orders, take profits, and stop losses. For detailed guidance on

order placement, available instructions, and our execution methods, please consult our Order Execution Policy.

12.6 Market Volatility and Price Slippage

Please be aware that we cannot assure the execution price will always align with your specified order price, especially for limit orders, take profit, and/or stop loss orders. Market volatility or price movements occurring after your order placement but before execution can lead to discrepancies, a phenomenon known as slippage.

12.7 Handling Slippage and Market Suspensions

In instances of slippage, where the market moves before your order can be executed, we will secure the next best available price for your order, ensuring alignment with our Order Execution Policy. This approach aims to mitigate any adverse impacts of rapid market changes on your trades.

(a) Orders During Suspensions:

Should you place an order when the market for the underlying asset is suspended (e.g., during weekends, off-market hours, or any suspension due to market conditions), or

(b) Orders Triggered Around Suspensions:

If the market was open but your order is activated shortly after a suspension, we commit to executing your order as promptly as feasible, once the market conditions and liquidity allow for a reasonable execution. It's important to note that we do not guarantee execution at the initial available price when trading resumes, nor can we assure execution within a specific price range relative to other market prices accessible through alternative sources.

12.8 Liability for Order Execution During Suspensions

While we strive to execute your orders under the best possible conditions, we cannot be held responsible for any losses or claims that may arise from orders placed during or around the time of market suspensions. Our priority is to ensure fair and reasonable execution in line with prevailing market conditions and our established policies.

12.9 Execution During Trading Hours

Orders submitted to us are processed during the official trading hours specific to each product, details of which are accessible on our Platform. You bear the responsibility of acquainting yourself with the trading hours for the products you wish to trade. While we primarily operate within these specified hours, we retain the flexibility to execute orders beyond these times at our discretion.

12.10 Order Placement Outside Market Hours

Placing an order outside the designated market hours, or trading a product available for trading 24/7 during periods of limited activity (such as weekends), may impact the immediacy and availability of certain Services we offer. This includes, but is not limited to, the execution of specific trade instructions. We cannot be held responsible for any losses incurred due to limitations in accessing or providing certain trading functionalities and instructions under these circumstances.

13 Order Modifications, Cancellations, and Acceptance Criteria

13.1 Adjusting or Cancelling Your Orders

You are permitted to request the cancellation or modification of orders that have not yet been executed by us. However, the ability to fulfill such requests cannot be guaranteed and is contingent upon the specific product being traded.

13.2 Order Acceptance Policy

We are not obligated to accept every order you place, and reserve the right to decline any order or transaction at our discretion. Acceptance of an order does not compel us to see every order through to execution. Situations that may lead us to not accept, execute, or complete an order, or to cancel an order, include but are not limited to:

(a) **Account Security Concerns**

If we suspect the security of your trading account is compromised, or detect unauthorized or fraudulent activity.

(b) **Insufficient Funds**

Your trading account lacks sufficient funds to cover potential losses, fees, charges, and applicable margins.

(c) **Order Anomalies**

We identify potential errors in your order, such as uncharacteristically large orders that deviate from your typical trading behavior.

(d) **Unusual Orders**

Your order is deemed unusual in nature or involves exaggerated volumes.

(e) **Quote Discrepancies**

The provided quote significantly diverges from prevailing market prices, exchange rates, or is clearly not viable.

(f) **Legal and Regulatory Changes**

Amendments in the Applicable Laws or regulations render your order non-compliant.

(g) Special Events

Special events affecting securities trading.

(h) Exchange Recommendations

Orders are cancelled or modified upon request or suggestion by an exchange.

(i) Trading Rule Violations

Breach of our trading rules, as detailed in Clause 15 - "Trading Rules."

(j) Event of Default

Occurrences that constitute an Event of Default, as explained in clause 18.

(k) Exceptional Events

Situations beyond our control that impact trading conditions.

Understanding Exceptional Events

As detailed in Clause 19 (Exceptional Events), we outline circumstances considered beyond the usual scope of trading operations, affecting order processing and execution.

19.3 Setting Order Limits

At our discretion, we may establish limits for the minimum and maximum order sizes accepted on our platform, along with restricting the volume of orders from any given client or account. This ensures the orderly execution of trades and maintains market integrity.

13.4 Notifications of Order Status

Should we decide not to accept, execute, or if we need to cancel your order, you will be promptly informed through our trading platform, unless prohibited by the Applicable Laws. In cases where a fee was applied to an order that is not executed or is cancelled, such fees will be refunded to your trading account. The absence of fees or charges negates the need for a refund.

13.5 Corrective Measures for Executed Orders

If an order has been executed, resulting in a transaction that falls under the exceptions listed in Clause 13.2, we reserve the right to undertake corrective actions. This could involve modifying or voiding the transaction. We commit to communicating any errors and the corrective actions planned through our Platform, ensuring transparency.

13.6 Liability for Losses

We shall not bear responsibility for losses incurred by you as a result of our actions or inactions under this Clause 13, related to modifying, cancelling, or not accepting your orders. Our priority is to adhere strictly to regulatory requirements and internal policies aimed at protecting both the trader and the integrity of the market.

14 Transaction Records Management

14.1 Accessing Account Information

Your trading account provides online access to comprehensive details of your trading activities. This includes but is not limited to records of completed trades, current open positions, margin levels, cash balances, and other pertinent data regarding your trades and orders, collectively referred to as "Account Information". Your trading account will be updated as soon as possible following your trading activities and in any case within 24 hours of your trading activities. Additionally, our Platform offers functionalities to sort and filter this information, such as by monthly intervals. Please note however that we are not obligated to furnish your Account Information in hard copy or via email.

14.2 Reporting Discrepancies

Should you identify any discrepancies within your Account Information, it is imperative to notify us immediately, and no later than 48 hours after the information has been made available. Failing to report within this timeframe will result in the Account Information being deemed as accurate and an unequivocal record of your transactions, including details on trades, open positions, margins, and cash balances.

14.3 Record Retention

In compliance with regulatory requirements, we will maintain records of your Account Information for a minimum duration of five years following the closure of your trading account. This retention period may be subject to extension in accordance with the Applicable Laws or through a mutual written agreement. All such records will remain the exclusive property of ours subject to the terms and conditions outlined in the Privacy Policy.

15 Trading Rules

15.1 Compliance with Trading Protocols

Adhering to the following rules is **mandatory** when utilizing our Services to ensure fair and secure trading for all users.

- (a) The integrity of our Platform's security measures must be maintained; reverse engineering or bypassing any security features is strictly prohibited.
- (b) The use of software, artificial intelligence, ultra-high-speed trading, or mass data entry techniques intended to manipulate, exploit, or unfairly advantage oneself within our Platform or Services is forbidden at all circumstances.
- (c) Engaging in trade practices that manipulate our Platform, such as simultaneously entering buy and sell orders for identical or similar products at the same or similar times, is not allowed.
- (d) Transactions or combinations thereof, including maintaining long and short positions in the same or similar instruments concurrently, either individually or in coordination with others (including through connected accounts within our Platform), aimed at manipulating the Platform for profit, are prohibited.
- (e) All interactions with our Services must be conducted without engaging in unfair, abusive, manipulative, or illegal activities, such as scalping.
- (f) Trades that exploit pricing errors or conclude transactions at off-market prices are unacceptable.
- (g) Orders must comply with exchange regulations and not infringe upon securities or commodities laws, the Applicable Laws, or be intended to manipulate or defraud the market.

15.2 Consequences of Rule Violations

Profits gained from breaching any of the aforementioned rules may be withheld. If such profits have already been disbursed, we reserve the right to retract them from your trading account.

15.3 Enforcement and Record of Violations

Any violation of these rules will be documented and may be provided to the relevant regulatory authorities in accordance with the Applicable Laws. In such case, we retain the right to cancel your orders, freeze, block, and/or terminate our Services, your trading account, and our agreement with you. While we may notify you of such actions, we are not obligated to do so, depending on the legal requirements.

16 Our Rights and Responsibilities

16.1 Limitation of Liability

TradingPro, along with its employees, agents, delegates, or associates, shall not bear liability for any of the following:

- (a) actions or inactions undertaken in adherence to the rights outlined in this Agreement;
- (b) events arising from circumstances beyond our control, including any defined "Exceptional Event";
- (c) measures taken by governmental or regulatory bodies, legal entities, or resulting from technical delays, technological malfunctions, data loss, or hardware destruction;
- (d) actions pursuant to a breach of this Agreement by you;
- (e) acts or omissions by third parties, including misinformation provided by such entities;
- (f) decisions made in compliance with the Applicable Laws; and
- (g) any damages, costs, liabilities, claims for compensation, or expenses you incur, either directly or indirectly, under this Agreement, including those related to digital platform trading and any necessary maintenance of our systems or our Platform.

16.2 Exceptions to Limitation of Liability

Despite the aforementioned, liability will be assumed in instances where your loss results from gross negligence, wilful default, or fraud by us provided always that the maximum liability incurred by us shall not exceed 50% of the affected trade amount.

Furthermore, nothing within this Agreement is intended to waive or limit our liability for any responsibilities that cannot be legally excluded or limited.

16.3 "As Is" Basis

The Services, our Platform, and all provided information, including within the TradingPro community, are offered on an "as is" and "as available" basis. We do not guarantee uninterrupted service, error-free operation, or that our Services will meet your specific needs or be fully compatible with your hardware or software, except as explicitly stated in this Agreement.

17 Account Closure and Service Termination

17.1 Account Closure Process

You have the flexibility to close your trading account anytime by emailing us or through the settings available on our Platform. Upon receiving your request, your trading account will be closed within seven working days.

17.2 Handling Pending Orders

Any orders placed prior to your closure request will be executed or closed as appropriate. During the seven-day window post-request, we may allow the

placement of new orders, which will also be addressed before the closure period concludes. Kindly take note that you will still have to be responsible for the associated fees in relation to the execution or closure of these orders.

17.3 Managing Open Trades

It is advisable to close any open trades you may have as soon as possible prior to the end of the seven-day window post-request. Failing to do so will result in us closing these trades on your behalf at the time of your trading account closure. We shall not bear responsibility for any financial losses that may arise from this action.

17.4 Conditions for Account Freezing, Blocking, or Termination

Your access to our Services and/or trading account may be restricted or terminated under certain circumstances, including but not limited to:

- (a) our sole decision to cease providing Services to you;
- (b) your failure to provide necessary information as required under our regulatory and internal compliance obligations, or provision of inaccurate, incomplete, or misleading information;
- (c) breach of our Trading Rules, as outlined in Clause 15;
- (d) occurrence of an "Event of Default," as detailed in Clause 18; and
- (e) occurrence of an "Exceptional Event," described in Clause 19.

17.5 Notification Protocol

We strive to notify you appropriately before freezing, blocking, or terminating your account or Services. However, circumstances may necessitate immediate action without prior notice to mitigate security or regulatory risks, comply with legal or regulatory directives, or in response to legal proceedings such as winding up or bankruptcy involving you.

18 Financial Remedies and Defaults

18.1 Right of Set-off

In accordance with Applicable Laws, we reserve the right to offset any debts or liabilities you owe us against the funds in your trading account. This includes the authority to close your open positions, whether at a loss or profit and to liquidate your account to settle the liability you owe. Should you possess multiple trading accounts, we are entitled to apply set-off across these accounts or against the proceeds from the sale of products within these accounts to cover your debts.

18.2 Liens and Equitable Charges

Under the Applicable Laws, we hold a general lien and equitable charge over the products in your possession and the funds in your trading account until all outstanding debts, fees, charges, and liabilities to us are fully paid. Despite these rights, your funds and assets remain protected in line with this Agreement and regulatory guidelines applicable to us until an "Event of Default" occurs, prompting us to exercise these rights.

18.3 Event of Default

An "Event of Default" includes situations such as:

- (a) you fail to pay us within seven days, any fees, charges, and/or liabilities on your trading account, where we have requested such payments;
- (b) you enter into liquidation or bankruptcy, whether compulsorily or voluntarily, or a procedure is commenced against you seeking or proposing liquidation or bankruptcy, or you are generally unable to pay your debts as they become due (or you confirm so in writing);
- (c) you become subject to an administration order or have a receiver or similar appointment or order are made or proceedings commenced in respect of any of your assets;
- (d) we consider it reasonably necessary to prevent what we reasonably consider to be or might be a violation of any Applicable Laws (including but not limited to, market abuse, gaming the system, or scalping);
- (e) you, or we reasonably believe that you are in material breach of any term of the Agreement, including any material misrepresentation to us; and/or
- (f) you have, or we reasonably believe that you have, acted in an unfair or abusive manner, for example, by breaching the aforementioned Trading Rules.

18.4 Remedial Actions Upon Default

Upon an Event of Default, and subject to the Applicable Laws, we may, without prior notice, take actions such as closing your open positions at current market prices, exercising our lien or charge on your assets and funds, and/or closing your trading account.

19 Exceptional Events and Their Impact on Trading

19.1 Exceptional Event

"Exceptional Events" are circumstances beyond our control that significantly disrupt our ability to provide our Services. These include, but are not limited to:

- (a) any fire, strike, riot, civil unrest, terrorist act, war or industrial action;
- (b) any natural disaster such as floods, tornadoes, earthquakes and hurricanes;
- (c) any epidemic, pandemic or public health emergency of national or international concern;
- (d) any act or regulation made by a government, supra national body or authority that we believe stops us from maintaining an orderly market in relation the instruments traded on the Platform;
- (e) the suspension or closure of any exchange;
- (f) the nationalisation of any exchange by a government;
- (g) the imposition of limits or unusual terms by a government on any instrument and/or its derivative traded on our Platform;
- (h) the abandonment or failure of any instrument that we use to make our quotes;
- (i) excessive changes to the price, supply or demand of any product. We may also call an Exception Event where we anticipate this change (within reason);
- (j) technical failures in transmission, communication or computer facilities including power failures and electronic or equipment failures;
- (k) the failure of any supplier, intermediate broker, agent, principal custodian, sub-custodian, dealer, exchange, clearing house or regulatory organisation to perform its obligations to us;
- (l) liquidity providers not providing, or being unable to provide liquidity, to us. Liquidity describes the degree to which a product can be quickly bought or sold at a price reflecting its appropriate value; and/or
- (m) an event which significantly disrupts the market, which could include (but is not limited to) the premature close of trading in the market of a product, excessive movements in the price, supply or demand of a product, whether regulated or unregulated that our Services relate to.

19.2 Service Disruptions During Exceptional Events

In the event of an Exceptional Event, the availability and performance of our services, including our platform and website, execution of orders, and all functionalities provided, may be impacted. We shall not be held liable for any losses incurred due to these disruptions.

19.3 Proactive Measures During Exceptional Events

- (a) We may adjust margin requirements, potentially requiring additional margin.

- (b) Limitations may be placed on the types of instructions you can issue for orders or trades.
- (c) Open transactions may be closed at prices we deem fair under the circumstances.
- (d) Changes to trading hours for certain products may be implemented.
- (e) Cancellation of all open orders or trades affected by the Exceptional Event may occur.

Kindly be aware that you will not be entitled to compensation for any financial losses resulting from these adjustments.

19.4 Commitment to Service Resumption

We commit to make all commercially reasonable efforts to restore full service functionality promptly following an Exceptional Event.

19.5 Notification of Exceptional Events

We will inform you in writing as soon as feasible after the identification of an Exceptional Event, ensuring you are aware of any potential impacts on your trading activities.

20 Client Acknowledgements, Representations, and Warranties

20.1 Your Undertaking to Us

By entering into this Agreement, you hereby confirm and acknowledge, represent and warrant that:

- (a) you are over 18 years old, and have capacity to enter into this Agreement;
- (b) you are eligible to enter a legally binding agreement with us in accordance with the laws governing the jurisdiction applicable to you;
- (c) you are solely and completely responsible for your own compliance with Applicable Laws in your jurisdiction including, without limitation, to all exchange control restrictions that may be applicable to you and that you have obtained any necessary exchange control approval;
- (d) you have all necessary consents and the authority to enter into this Agreement and /or use the Services;
- (e) if you are a body corporate, unincorporated association, trust or partnership you are validly existing in accordance with Applicable Laws and have obtained all necessary consents and authorisations under your constitutional or organisational documents;

- (f) except where we have agreed otherwise in writing, you act on your own behalf and not as the agent, attorney, trustee or representative of any other person;
- (g) all information and documents that you supply is true, accurate, complete and not misleading;
- (h) you are not an employee of any exchange, a corporation in which any exchange owns a majority of the capital stock, a member of any exchange and/or firm registered on any exchange or any bank, trust or insurance company that trades in CFDs and/or the underlying assets held by you;
- (i) our assessment of your use of the Services is performed on the basis of the information and documents provided by you and we may rely upon information and documents provided by you and we are not responsible for any damages or losses which may arise from any inaccuracies;
- (j) you will only access and use our Services for your own personal benefit;
- (k) neither the entry into this Agreement, or use of the Services, or the giving of any other instruction will violate any law, rule, or regulation applicable to you;
- (l) all money that you use and invest through the Services do not originate in any way from drug trafficking, abduction, terrorist activity or any other criminal activity that is unlawful or could be considered unlawful by any relevant authority;
- (m) you have not and will not upload or transmit any malicious code to our Platform or otherwise use any electronic device, software, algorithm, and/or dealing method or strategy that aims to manipulate any aspect of our Platform or the Services; and
- (n) you will use the Services offered by us pursuant to this Agreement honestly, fairly and in good faith.

20.2 Consequences of Breaching This Agreement

Should you violate any of the above statements, we reserve the right to terminate any open orders or trades and either close or suspend your trading account.

21 Communicating with You

21.1 How We May Contact You

We reserve the right to use our Platform to convey information about us, including updates to our Agreement and other policies.

21.2 Communication Methods

Communication may occur via our Platform, applications, email, telephone, fax, post, newsletters, letters, electronic chats, or other means. We will use the contact details you provided upon opening your trading account, or as subsequently updated by you.

21.3 Updating Your Details

It's crucial to inform us promptly of any changes to your contact details, including email address, contact numbers, name, home address, country of residence, or nationality, to ensure you receive all important communications from us.

21.4 Language of Communication

Our communications, agreements, statements, and notifications will be conducted in English. In cases where documents are provided in another language, and inconsistencies arise, the English version will prevail.

Contacting Us

21.5 Inquiries and Support

Should you have questions about the Agreement or wish to speak with us for any reason, you are encouraged to contact us via our customer service page.

22 Complaint Procedure and Dispute Handling

22.1 How to Make a Complaint

If you encounter any issues or are dissatisfied with any of the Services provided, we are here to assist and resolve any concerns you may have. You can reach out to us through the customer service support available on our Platform.

22.2 Right to Raise a Claim

If you believe we have breached the terms of this Agreement, you are entitled to submit a claim.

22.3 Claim Submission Process

To initiate a claim, you must complete the " Complaint Handling Form " form and send it to support@tradingpro.com. Each claim will be assigned a unique ticket for tracking purposes. Kindly note that any claims communicated through other means will not be considered valid.

22.4 Real Account Claims Only

We will only review and process claims related to real trading accounts. Disputes involving demo accounts are ineligible and will not be addressed.

22.5 Claim Form Requirements

- (a) Your name or your institution's name (for accounts opened by legal entities).
- (b) Your login credentials for the trading platform.
- (c) Ticket numbers of the orders or positions in dispute.
- (d) A detailed description of the situation, referencing specific clauses of this Agreement you believe were violated.
- (e) Claims must be articulated respectfully and must not contain offensive or inappropriate language.

22.6 Conditions Under Which Claims Will Not Be Processed

- (a) They do not adhere to the requirements outlined in Clause 22.5.
- (b) They are filed more than three working days after the incident.
- (c) They cite discrepancies in quotations between us and other entities as the basis for dispute.
- (d) They are based on connectivity issues either from your side or our server, without server log-file records of order attempts.
- (e) They demand compensation for lost profits or moral harm.
- (f) They involve profit or loss from positions closed due to interventions by payment systems or law enforcement.
- (g) They pertain to unauthorized account access issues.

22.7 Decision Basis

The resolution of your claim will be determined by the data contained within our server's log-files to ensure transparency and fairness.

Client's Responsibility in Order Execution

22.8 Server Load Management

You agree not to send an excessive number of trading queries that could potentially disrupt our server's performance or affect the execution of orders for other clients. We reserve the right to halt order processing for clients who consistently violate this rule.

23 Bereavement

In the unfortunate event of your death or incapacitation, your legal heirs or designated representatives may access the remaining funds in your trading account. In order to do so they must present us with officially authenticated legal documentation from relevant authorities confirming their authority. Withdrawal by your legal heirs or representatives will be permitted only after

we have verified these documents and satisfied/confirmed their entitlement to access your trading account.

24. Assignment, Transfer, and Novation

We reserve the right to assign, transfer, or novate our obligations and rights under this Agreement to another regulated entity. Should such a transfer occur, we will provide you with a 7-day notice and ensure that any changes will preserve your rights and obligations to be substantially similar to those agreed upon with us. Your continued use of our Services post-notification will be considered as acceptance of the assignment and novation. Alternatively, you retain the right to cancel your trading account at any time should you disagree with these changes.

You are not permitted to assign, transfer, or novate your rights or obligations under this Agreement to anyone else without our express written consent. This applies to all situations, regardless of whether the change is intended to be permanent or temporary.

25. Changing the Agreement or our Services

25.1 Authority of Customer Support

Please note that our customer support team does not have the authority to alter or waive any terms within this Agreement.

25.2 Amendments to this Agreement

As mentioned in the Introduction, we reserve the right to update this Agreement as necessary to reflect changes in our business operations, service offerings, technological infrastructure, applicable laws, regulations, or industry standards. Changes may also be made for reasons beyond those explicitly listed.

Whenever we introduce a new term or modify an existing one, we will endeavor to notify you appropriately, including through updates on our Platform. By continuing to use our Services post-update, you are implicitly agreeing to these changes. However, should you disagree with any modifications, you are always free to terminate your trading account.

There may be instances where we do not notify you about changes to the Terms and Conditions, particularly if the amendments do not materially impact your use of our Services.

The latest version of this Agreement is always accessible on our Platform, ensuring you have access to the most current guidelines governing our relationship.

25.3 Service Modifications

We may modify, suspend or discontinue, temporarily or permanently, all or any part of our Services with or without notice. We reserve the right, at any time and for any reason, to discontinue, redesign, modify, enhance, change, patch the software, the Platform and/or the Services including without limitation, the structure, specifications, 'look and feel', navigation, features and other elements of the software and/or the Services or any part thereof. You agree that we will not be liable to you or to any third party (for whom you may be acting) for any modification, suspension or discontinuance of all or any part of our Services.

26. Severance

If any provision of this Agreement (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted or modified, the provision shall apply with whatever modification is necessary to give effect to our commercial intention.

27. Intellectual property

27.1 Ownership

All content included in or made available through the Services, including but not limited to all copyright, trademarks, patents, service marks, domain names, trade names, rights in designs, software code, icons, logos, characters, layouts, rights in know-how, trade secrets, buttons, colour scheme, graphics and other intellectual property rights ("IP") is the property of TradingPro, its affiliates or its licensors and is protected by local and international intellectual property laws and treaties.

27.2 Limited License

Subject to the terms and conditions of this Agreement, we hereby grant you a limited licence to install and/or use the Platform, solely for your personal use and benefit in accordance with the terms of this Agreement.

27.3 Limitations

You may not, without our prior written consent or except where granted under this Agreement: (a) modify, copy, display, distribute or commercially exploit any IP or materials (including text, video, audio or user interface design) in the content of any of the Services, including in the Platform; (b) remove any proprietary notices from any IP; (c) attempt to derive any source code for the Platform; and (d) attempt to disable, bypass, modify, defeat, or

otherwise circumvent any protection system applied to or used as part of the Services.

The use of the Services does not grant you any rights other than those granted to you under this Agreement. Nothing contained on our Platform or any communications to you shall be construed as granting, by implication or otherwise, any licence or right to use any IP without our prior written consent.

If you create a hyperlink to one or more of our websites, the hyperlink and context in which it is used may not, without our prior written consent, suggest an endorsement, sponsorship or affiliation with us, our affiliates or Services, and may not make use of any of our IP other than that contained within the text of the hyperlink.

27.4 Your Undertaking

You undertake to: (a) use all your efforts to protect our IP from being infringed by you; (b) not knowingly or recklessly encourage or assist any third parties to infringe our IP; and (c) immediately notify us if you become aware of any violation or suspected violation of our IP, or where our IP is being used in a manner not authorised by this Agreement.

27.5 Third Party Software

If any third-party software is included within the Platform, then such third-party software shall be provided subject to the terms of this Agreement. You shall fully comply with the terms of any third-party software licences that we provide you with from time to time. Please note we do not provide support for third-party software or information provided thereon.

27.6 Termination of Licence

Should this Agreement be terminated for any reason, your license will be revoked and you must cease using the Platform, as well as any third-party software which is included within the Platform.

27.7 Your Feedback

Please inform us in writing if you encounter any problems with the Platform, or have any suggestions for modifications and improvements. We may make modifications to the Platform based upon your suggestions, but are not required to do so. Any modifications and improvements made to the Platform based on your feedback shall be our and our licensors' sole property.

28. Personal data and privacy

28.1 Handling your personal data

We are committed to handling information about you responsibly.

28.2 Privacy Policy

By entering into this Agreement, you agree that you have been provided with a copy of our Privacy Policy, which is also available on our Platform. We will use your personal data as set out in our Privacy Policy, if you have any questions about the way in which we use your personal data you can contact us at support@tradingpro.com as well as set out in the Privacy Policy.

28.3 Privacy Settings

When you open a trading account, your username, your name, your picture/avatar (if provided) and any other content which you share on our community may be seen by other traders. You can control who sees this information by managing your privacy settings in your trading account.

If you use one of our applications provided via social networks (such as Facebook, Twitter, Instagram etc.), our application will have access to your social network account general information which includes your name and username in such social network, profile picture, and any other information you have shared with 'everyone' on the relevant social network. Additional information may be collected in specific social network campaigns which will be specified in the terms and conditions applicable to such campaign.

We and our affiliates and agents may collect, store and process information from you or otherwise in connection with the Services for the purpose of complying with the Applicable Laws and/or regulation, including disclosures to governmental authorities.

28.4 Transfer of your personal data overseas

To comply with our legal or regulatory obligations we may transfer your personal data outside of your jurisdiction. For further information about transfers of your personal data outside of your jurisdiction, please see our Privacy Policy.

29 Marketing and promotions

All promotional activities we conduct are governed by specific terms and conditions unique to each promotion. We reserve the right to modify or discontinue any promotion according to its associated terms and conditions. Unless stated otherwise, promotional benefits are restricted to one per trading account, individual, household, and/or shared computer environments to ensure fair access for all our clients.

30 Regulatory Reporting and Disclosures

30.1 Unexecuted Limited Orders

For limit orders on shares traded on regulated markets that are not immediately executed, you give explicit consent for us not to publicize the order for immediate execution in an accessible manner.

In line with the Applicable Laws, you hereby instruct us to undertake delegated reporting (including but not limited to your transaction data, portfolio data, collateral, and party identities to trade repositories) on your behalf as deemed appropriate by us and to supply any information we require to meet our reporting duties to regulators.

30.2 No Assistance with Client Reporting

We will not assist you with any reporting obligations which you are required to carry out under the Applicable Laws. This includes, but is not limited to regulatory reporting, tax reporting, the reporting of the receipt or the payment of specific currencies.

31 Understanding Your Tax Obligations

The funds you withdraw from your trading account are issued as gross amounts, which means we have not deducted or paid any taxes on your behalf. You must accurately calculate and settle all taxes applicable to your earnings from trading activities on our Platform. While we reserve the right to withhold or remit taxes as mandated by the Applicable Laws at our discretion, you shall not hold us liable for such actions.

In instances where it is required either by us or our affiliated entities, we will conduct tax withholdings or remittances collectively for all our clients rather than individually. Should you request a personalized report detailing tax actions taken on your behalf, please be advised that your trading account may be charged to cover the costs and expenses incurred in generating and filing such reports, including any costs related to amendments or late submissions.

32 Rights of Third Parties

A third party will not be able to benefit from or enforce a term of this Agreement.

33 Applicable Laws

33.1 Applicable Law and regulation

Our Agreement and any documents referred to in it, along with any orders and trades you participate in, are governed by and must comply with all relevant laws and regulatory guidelines. This includes but is not limited to, rules set forth by the Financial Sector Conduct Authority (FSCA) and regulations from any exchanges, markets, or clearing houses where we might hedge trades, and any other relevant regulations from regulatory, self-regulatory, or governmental authorities (collectively, the “Applicable Laws”).

33.2 Our Liability Under Applicable Laws

We bear no liability for any actions, omissions, decisions, or judgments made in adherence to Applicable Laws. We reserve the right to take any actions we deem necessary to ensure compliance with these legal and regulatory standards.

34 Whole agreement

34.1 Whole agreement

This Agreement and any documents referred to in it or executed contemporaneously with it constitute the whole agreement between us and supersedes any previous arrangements, understandings and agreements between us, whether oral or written, relating to their subject matter.

34.2 Acknowledgement

You acknowledge that in entering into this Agreement and any documents referred to in it or executed contemporaneously with it, you do not rely on, and shall have no remedy in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in this Agreement or those documents.

34.3 No exclusion for fraud

Nothing contained herein shall limit or exclude any liability for fraud.

35 Waiver

35.1 Waiver to be in writing

A waiver of any right under this Agreement is only effective if it is in writing and it applies only to the person to which the waiver is addressed and the circumstances for which it is given.

35.2 Failure or delay in exercising right

No failure to exercise or delay in exercising any right or remedy provided under this Agreement or by law constitutes a waiver of such right or remedy or shall prevent any future exercise in whole or in part thereof.

35.3 Single or partial exercise

No single or partial exercise of any right or remedy under this Agreement shall preclude or restrict the further exercise of any such right or remedy.

35.4 Cumulative rights

Unless specifically provided otherwise, rights and remedies arising under this Agreement are cumulative and do not exclude rights and remedies provided by the Applicable Laws.

36 Language

If this Agreement is translated into any language other than English, the English language text shall prevail.

37 Dispute resolution

37.1 Election of Arbitration

This Agreement, including any disputes, claims, or controversies arising out of or in connection with it, shall be exclusively and finally resolved through arbitration under the rules of the London Court of International Arbitration (LCIA), which rules are deemed to be incorporated by reference into this Clause.

37.2 Arbitration Location and Language

The place of arbitration shall be London, England. The language of the arbitration shall be English.

37.3 Number of Arbitrators

The arbitration tribunal shall consist of one arbitrator unless the complexity or value of the dispute warrants three arbitrators. In the case of a single arbitrator, the arbitrator shall be appointed by agreement between the parties. Failing such agreement within thirty (30) days of the initiation of the arbitration, the arbitrator shall be appointed by the LCIA Court. In the case of three arbitrators, each party shall appoint one arbitrator, and the two appointed arbitrators shall appoint the third arbitrator who will act as the presiding arbitrator of the tribunal.

37.4 Arbitration Rules

The arbitration shall be conducted in accordance with the LCIA Rules in effect at the time the arbitration is commenced, except as modified herein or by mutual agreement of the parties.

37.5 Arbitration Confidentiality

The arbitration proceedings and all accompanying documents shall be kept strictly confidential. The existence of the proceedings and any element of it (including any pleadings, documents, or other information exchanged or submitted during its course) shall not be disclosed to any third party without the express written consent of the other party, except as lawfully required to comply with an applicable legal requirement or to enforce a final settlement.

37.6 Arbitration Award

The arbitrator(s) shall issue a written award setting out the findings of fact and conclusions of law, including the reasons upon which the award is based. The award shall be final and binding on the parties and may be entered and enforced in any court of competent jurisdiction.

37.7 Arbitration Costs

The costs of arbitration, including administrative fees, the fees of the arbitrator(s), and reasonable attorneys' fees, shall be borne by the unsuccessful party, as determined by the arbitrator(s). However, the arbitrator(s) shall have the discretion to order otherwise based on the circumstances of the case.

37.8 Arbitration Governing Laws

This arbitration clause shall be governed by the laws of England and Wales.